

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

GOSPEL LIGHT MENNONITE
CHURCH MEDICAL AID PLAN,
d/b/a LIBERTY HEALTHSHARE.
BREANNA RENTERIA,
LAURA SMITH, and
TAMMY WATERS,

Plaintiffs,

v.

No. 1:23-cv-00276 MLG-KK

NEW MEXICO OFFICE OF THE
SUPERINTENDENT OF INSURANCE, and
ALICE T. KANE,
Superintendent of Insurance,
in her official capacity,

Defendants.

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Defendants, New Mexico Office of the Superintendent of Insurance and Alice T. Kane, Superintendent of Insurance, in her official capacity (collectively "OSI"), by and through their counsel of record, and pursuant to Federal Rules of Civil Procedure 56, and other applicable law, if any, moves this Court under Fed. R. Civ. P. 56 to enter summary judgment because Plaintiffs do not have standing.

CERTIFICATION OF CONFERRAL

Undersigned counsel (Stephen P. Thies) certifies that he conferred with the Plaintiffs' counsel regarding the relief requested in this motion which counsel opposes.

INTRODUCTION

This case arises out of an administrative decision in which the former Interim Superintendent issued her Final Order that required Gospel Light Mennonite Church Medical Aid Plan ("Gospel Light"), d/b/a Liberty HealthShare ("Liberty Plan"), to cease and desist from

soliciting, offering to sell, selling, collecting membership fees or monthly share amounts, or servicing healthcare sharing ministries in New Mexico, and fined Gospel Light \$2.51 million for various violations of the New Mexico Insurance Code.

Subsequently, Gospel Light and three individual members of the Liberty Plan (“Plaintiffs”) filed suit against OSI alleging several constitutional violations. Doc. No. filed on March 31, 2023, Docket No. 1:23-cv-276-MLG-KK (“Complaint”). Specifically, in their Complaint, Gospel Light and the member Plaintiffs brought causes of action against OSI for violations of the Free Exercise Clause under 42 U.S.C. § 1983; violations of the Establishment Clause under 42 U.S.C. § 1983; violations of the Free Speech and Assembly Clauses under 42 U.S.C. § 1983; violations of the Due Process Clause under 42 U.S.C. § 1983; federal preemption; declaratory judgment under 28 U.S.C. § 2201; violations of the New Mexico Constitution against OSI; and violations of the New Mexico Religious Freedom Restoration Act. Doc. 1, at pp. 46-77.

OSI now moves for summary judgment. As will be demonstrated below, OSI is entitled to summary judgment because the doctrine of standing requires a litigant to “prove [1] she has suffered a concrete and particularized injury. At this point in these proceedings, the Plaintiffs are unable to show that they suffered an invasion of a legally protected interest” that is “concrete and particularized” and “actual or imminent, not conjectural or hypothetical because they continue to engage in the very activity that they claim constitutes an exercise of their religious beliefs and which they allege the Final Order prevents them from doing.

I. STATEMENT OF UNDISPUTED MATERIAL FACTS

1. Gospel Light is a Virginia corporation having been incorporated on or about June 24, 2014. Gospel Light maintains that its Liberty Plan is a health care sharing ministry (“HCSM”) exempt from insurance regulation.

2. Gospel Light does not hold a Certificate of Authority to transact the business of insurance in the State of New Mexico.

3. OSI began an investigation of the Liberty Plan after receiving two consumer complaints. After completing its investigation, the former Superintendent issued an Order to Cease and Desist and Order to Show Cause, Docket No. 2021-0085, *In the Matter of Gospel Light Mennonite Church Medical Aid Plan, dba Liberty Healthshare* on November 23, 2021.

4. Gospel Light filed a request for hearing to contest the Order to Cease and Desist and Desist and Order to Show Cause.

5. On January 20, 2023, the assigned Hearing Officer issued his *Recommended Decision and Order Setting Deadline for Exceptions*.

6. On February 22, 2023, former Interim Superintendent, Ms. Jennifer Catechis, issued her *Final Order*.

7. The *Final Order* ordered Gospel Light to “cease and desist from soliciting, offering to sell, selling, collecting membership fees or monthly share amounts, or servicing HSCMS in New Mexico until [Gospel Light] complies with the requirements of the New Mexico Insurance Code.”

8. On March 31, 2023, Gospel Light filed, together with three individual members of the Liberty Plan, Breanna Renteria, Laura Smith, and Tammy Waters, filed the Complaint in the United States District Court for the District of New Mexico. Doc. 1.

9. OSI responded with a motion to dismiss. Doc. 8.

10. By Order dated July 14, 2023, the Court granted in part OSI’s motion to dismiss and denied the preliminary injunction. Doc. 38.

11. Gospel Light was dismissed as a party from the case, but the Individual Plaintiffs

were permitted to move forward with their claims. Doc. 38.

12. The parties subsequently dismissed Tammy Waters as a plaintiff. Doc. 75, Joint Motion to Dismiss Plaintiff Tammy Waters, filed on June 12, 2024.

13. Plaintiff Renteria was deposed on October 9, 2024. A copy of the transcript is attached as Exhibit A.

14. Plaintiff Renteria was asked whether she is continuing to make a monthly share payment to Gospel Light. Ms. Renteria responded as follows:

12 Q. And when was the last time you contributed to the
13 monthly share amount?

14 **A. I don't have the exact day, but it is every month.**

15 **So it would have been a few days ago, I believe.**

16 Q. So you contributed to your monthly share amount in
17 October 2024; is that right?

18 **A. I can't answer you definitely because I don't have
19 it in front of me, but I -- I believe it's at the first of
20 the month.**

21 Q. Okay. And so -- I know you don't have it in front
22 of you. So possibly not October, but you definitely did pay
23 it in September of 2024? Would that be accurate to say?

24 **A. Correct.**

Renteria Deposition Exhibit A, page 22.

15. Plaintiff Smith was deposed on November 12, 2024. A copy of the transcript is attached as Exhibit B.

16. Plaintiff Smith was asked whether she is continuing to make a monthly share payment to Gospel Light. Ms. Smith responded as follows:

22 Q. And when was the last time you made a
23 monthly share payment?

24 **A. The 1st of November.**

Smith Deposition Exhibit B, page 11.

II. ARGUMENT

The Court “shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). “The party moving for summary judgment bears the initial burden of showing an absence of any issues of material fact.” *Tesone v. Empire Mktg. Strategies*, 942 F.3d 979, 994 (10th Cir. 2019) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 330 (1986)). “If the movant makes this showing, the burden then shifts to the nonmovant to ‘set forth specific facts showing that there is a genuine issue for trial.’” *Tesone*, 942 F.3d at 994 (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986)).

Based on its current posture, this suit involves the Plaintiffs, who are members of the Liberty Plan, challenging the legality of OSI’s actions. Plaintiffs’ asserted injury arises from the allegedly unlawful regulation of the Liberty Program by the OSI. Plaintiffs allege that the Final Order which directed Gospel Light to “cease and desist from soliciting, offering to sell, selling, collecting membership fees or monthly share amounts, or servicing HSCMS in New Mexico until [Gospel Light] complies with the requirements of the New Mexico Insurance Code”, infringed on Plaintiffs’ sincerely held religious beliefs which they exercise through their participation in the Liberty Plan.

At the core of the Plaintiffs’ position is their belief that they have a biblical obligation to help their fellow man when in need which is accomplished by sharing each other’s medical expenses. Doc. 37 at 85-87. Plaintiffs allege that the Final Order prevents them from carrying out their religious beliefs because they are unable to participate in the Liberty Plan. Doc. 1 at 52.

Previously, the Court held that at the pleading stage these general factual allegations of injury were sufficient to establish standing. Doc. 38 at 6. Now, when called upon to respond to a

motion for summary judgment, the Plaintiffs “can no longer rest on such ‘mere allegations,’ but must ‘set forth’ by affidavit or other evidence ‘specific facts,’ Fed.Rule Civ.Proc. 56(e), which for purposes of the summary judgment motion will be taken to be true. And at the final stage, those facts (if controverted) must be “supported adequately by the evidence adduced at trial.” *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992), (quoting *Gladstone Realtors v. Village of Bellwood*, 441 U.S. 91, 115, n. 31, 99 S.Ct. 2601, 1616, n. 31, 60 L.Ed.2d 66 (1979)); *Rio Grande Foundation v. Oliver*, 57 F.4th 1147, 1159 (10th Cir. 2023).

At this stage of proceedings, OSI, as the party moving for summary judgment, bears the initial burden of establishing the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). That burden may be met by “ ‘showing’—that is, pointing out to the district court—that there is an absence of evidence to support the nonmoving party's case.” *Id.* at 325, 106 S.Ct. 2548. Once the moving party has met its initial burden, Rule 56(e) requires the nonmoving party to go beyond the pleadings and identify facts which show a genuine issue for trial. See *id.* at 323-24, 106 S.Ct. 2548; *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). Failure to do so mandates the entry of summary judgment. *Celotex Corp.*, 477 U.S. at 322.

For purposes of meeting its burden, OSI offers the deposition of the two remaining Plaintiffs. During their respective depositions each Plaintiff was asked the similar question whether they are continuing to make a monthly share payment to Gospel Light? Both testified that they are continuing to make those payments.

The inability to exercise their religious belief by making a monthly share payment is the injury in fact claimed by the Plaintiffs to satisfy the requirements of standing. Yet, as both

Plaintiffs testified, they continue to make their monthly contributions the very act they claim the Final Order prohibits them from doing.

A party facing prospective injury has standing to sue where the threatened injury is real, immediate, and direct.” *Davis v. Fed. Election Comm.*, 554 U.S. 724, 734, 128 S.Ct. 2759, 171 L.Ed.2d 737 (2008). The doctrine of standing requires a litigant to “prove [1] he has suffered a concrete and particularized injury [2] that is fairly traceable to the challenged conduct, [3] and is likely to be redressed by a favorable judicial decision.” *Carney v. Adams*, 592 U.S. 53, 57, 141 S.Ct. 493, 498, 208 L. Ed. 2d 305 (2020) (quoting *Hollingsworth v. Perry*, 570 U.S. 693, 704, 133 S.Ct. 2652, 186 L.Ed.2d 768 (2013); *Lujan*, 504 U.S. at 560–61, 112 S.Ct. 2130).

Injury in fact is the “[f]irst and foremost” of standing’s three elements. *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338-339, 136 S. Ct. 1540, 1547-1548, 194 L. Ed. 2d 635 (2016), *as revised* (May 24, 2016) (quoting *Steel Co. v. Citizens for Better Environment*, 523 U.S. 83, 103, 118 S.Ct. 1003, 140 L.Ed.2d 210 (1998)). To establish injury in fact, a plaintiff must show that he or she suffered “an invasion of a legally protected interest” that is “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.” *Lujan*, 504 U.S., at 560, 112 S.Ct. 2130 (internal quotation marks omitted).

For an injury to be “particularized,” it “must affect the plaintiff in a personal and individual way.” *Spokeo*, 578 U.S., at 339-340, 136 S. Ct., at 1548. Plaintiffs allege that they have been personally and individually affected by the Final Order because it prohibits the exercise of their religious belief through the sharing of other’s medical expenses, which they engage in through the act of making a monthly payment to the Liberty Plan. However, as they testified during their respective depositions, Plaintiffs are continuing to make those payments. Consequently, they have not been affected in a personal and individual way.

In addition to the need for an injury to be particularized, the injury must be concrete. “A ‘concrete’ injury must be ‘*de facto*’; that is, it must actually exist.” *Spokeo*, 578 U.S. at 340, 136 S. Ct. at 1549. Because the Plaintiffs are continuing to make their monthly contributions, the Plaintiffs are not suffering any actual injury.

CONCLUSION

In response to a summary judgment motion the Plaintiffs must come forward with affidavits or other evidence of specific facts in support of their claim of standing, facts that would be supported adequately by the evidence adduced at trial. As the evidence currently before this Court shows, the Plaintiffs have not suffered “an invasion of a legally protected interest” that is “concrete and particularized. This Court should therefore grant OSI’s motion for summary judgment due to the Plaintiffs’ lack of standing.

Respectfully submitted,
**OFFICE OF THE SUPERINTENDENT
 OF INSURANCE**

/s/Stephen P. Thies
 Stephen P. Thies
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 Office of General Counsel
 NM Office of Superintendent of Insurance
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*Attorney for Defendants Office of the
 Superintendent of Insurance and Alice T. Kane,
 Superintendent of Insurance, in her official capacity*

CERTIFICATE OF SERVICE

I hereby certify that on January 3, 2025, I filed the foregoing through the Court's CM/ECF filing system, causing a true and correct copy of the same to be served electronically upon all counsel of record reflected on the Notice of Electronic Filing to be served by electronic means.

/s/ Stephen P. Thies
Stephen P. Thies

Page 1

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CHURCH MEDICAL AID PLAN,
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BREANNA RENTERIA,
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No. 1:23-cv-00276 MLG-KK

NEW MEXICO OFFICE OF THE
SUPERINTENDENT OF INSURANCE and
ALICE T. KANE,
Superintendent of Insurance,
in her official capacity,
Defendants.

VIDEOTAPED DEPOSITION OF BREANNA RENTERIA

October 9, 2024

9:04 a.m.

1805 Corte Adelina Street SW
Albuquerque, New Mexico 87105

PURSUANT TO THE NEW MEXICO RULES OF CIVIL PROCEDURE,
this VIDEOTAPED DEPOSITION was:

TAKEN BY: ALYSSA NICOLE HERRERA
ATTORNEY FOR DEFENDANTS

REPORTED BY: VERONICA E. BYRD, CCR, RPR
NEW MEXICO CCR #36
TRATTEL COURT REPORTING | VIDEOGRAPHY
609 12th Street NW
Albuquerque, New Mexico 87102

Exhibit A

A P P E A R A N C E S

For the Plaintiffs:

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Also Present: Gary Goldblum, Videographer

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I N D E X

WITNESS:	PAGE:LINE
BREANNA RENTERIA	
Examination by MS. HERRERA	5:4

E X H I B I T S

1 EMAIL	18:11
2 LIBERTY HEALTHSHARE MEMBER INFORMATION	18:11
3 EMAIL	23:3
Deponent Signature/Correction Page	56:1
Certificate of Completion of Deposition	57:1

1 THE VIDEOGRAPHER: Good morning. Today's date is
2 October 9th, 2024. We are now on the record. The time is
3 9:04 a.m. This begins the deposition of Breanna Renteria in
4 the matter of Gospel Light Mennonite Church Medical Aid
5 Plan, et al. versus New Mexico Office of the Superintendent
6 of Insurance, et al., filed in the United States District
7 Court for the District of New Mexico.

8 This deposition is being held remotely via Zoom
9 video conferencing. My name is Gary Goldblum, Certified
10 Legal Video Specialist. The court reporter is Veronica
11 Byrd.

12 For the record, will counsel, please, introduce
13 themselves and who they represent and stipulate to the
14 validity of the remote swearing in of the witness.

15 MS. HERRERA: Yes. Hi. This is Alyssa Herrera,
16 and I represent the Office of the Superintendent of
17 Insurance. And I will stipulate to the validity of the
18 remote deposition today.

19 MR. HARRISON: And this is Carter Harris, and I
20 represent the plaintiff, Breanna Renteria. And I will also
21 so stipulate.

22 THE VIDEOGRAPHER: The court reporter will now
23 swear in the witness.

24

25

1 BREANNA RENTERIA,
2 having been first duly sworn, testified as follows:

3 MS. HERRERA: Thank you.

4 EXAMINATION

5 BY MS. HERRERA:

6 Q. Good morning, Mrs. Renteria. My name is Alyssa
7 Herrera, and as you just heard, I represent the Office of
8 the Superintendent of Insurance. I'll be asking you some
9 questions today, but before we begin, can you please state
10 and spell your name for the record?

11 A. **Breanna Renteria, B-R-E-A-N-N-A R-E-N-T-E-R-I-A.**

12 Q. Thank you. Have you ever had your deposition
13 taken before?

14 A. **No.**

15 Q. Okay. I know the court reporter and videographer
16 have already mentioned a couple of things, but I'd just like
17 to go over a few more before we get started. Our court
18 reporter is writing everything down that we're saying, so
19 just to make sure to have a clear record, I ask that -- for
20 your answers, you just give verbal yes or nos. No shaking
21 heads or uh-uh, nuh-uhs, just because it makes it harder for
22 the -- the court reporter to -- to write that down, although
23 it's sometimes easy to do.

24 I may phrase some of my questions poorly, and if
25 that's the case, please let me know so I can rephrase. If

1 you don't tell me that you don't understand or if you just
2 go ahead and answer the question, then I'll assume you
3 understood. Is that fair?

4 **A. Yes.**

5 Q. Okay. And I don't imagine we will be here too
6 long today, but if you do need a break at any time, please
7 let me know. I just ask that if there's a question pending,
8 that you answer the question, and then we take the break.
9 Otherwise, I'll remain cognizant of the time as well.

10 Now, before we go into further questioning, have
11 you consumed alcohol in the past 24 hours?

12 **A. No.**

13 Q. Have you consumed nonprescription drugs in the
14 past 24 hours?

15 **A. No.**

16 Q. Have you consumed prescription drugs in the past
17 24 hours?

18 **A. No.**

19 Q. Is there any reason you cannot give complete and
20 accurate testimony today?

21 **A. No.**

22 Q. How did you prepare for your deposition today?

23 **A. I reviewed previous testimonies [sic] and just**
24 **spoke with Mr. Harrison.**

25 Q. Okay. And what testimony did you review?

1 **A. The -- I'm trying to remember the names. Sorry.**
2 **The administrative, and then the -- the one from**
3 **Albuquerque, two years ago. I'm trying -- I don't remember**
4 **the names of them. I'm sorry.**

5 Q. That's okay. When you say you reviewed testimony,
6 was it your previous testimony that you reviewed?

7 **A. Yes, ma'am.**

8 Q. Okay. Thank you. And you said you met with
9 Mr. Harrison. I'm not going to ask questions about the
10 nature of your conversations. How many times did you meet
11 with him to prepare?

12 **A. Just once.**

13 Q. Okay. And how long was that meeting?

14 **A. Fifty-three minutes.**

15 Q. Okay. Thank you. Did you speak to anyone else
16 about your deposition today?

17 **A. No.**

18 Q. When is your date of birth?

19 **A. April 28, 1993.**

20 Q. And where were you born?

21 **A. In the -- Southfield, Michigan.**

22 Q. Where do you currently live?

23 **A. Santa Teresa, New Mexico.**

24 Q. And how long have you lived in Santa Teresa?

25 **A. It's probably been -- I'm trying to think, because**

1 **we've had two -- two homes here. Hold on. At least three**
2 **years.**

3 Q. And were you living elsewhere in New Mexico before
4 you moved to Santa Teresa, or did you move to New Mexico?

5 **A. I was living in El Paso, right across the border.**

6 Q. Gotcha. And what brought you to New Mexico?

7 **A. It was more cost effective, initially.**

8 Q. Okay. Are you married?

9 **A. Yes.**

10 Q. And how long have you been married?

11 **A. Nine years.**

12 Q. And I can see you're -- you're holding your little
13 baby. Do you have other kids?

14 **A. Yes. I have three other children.**

15 Q. Gosh. Busy household, I'm sure.

16 **A. Yes.**

17 Q. And how old are your kids?

18 **A. The oldest is seven, and then there's five, one**
19 **and a half, and five weeks.**

20 Q. Wow. Congratulations.

21 **A. Thank you.**

22 Q. Did you graduate from high school?

23 **A. Yes.**

24 Q. And where did you graduate from?

25 **A. Homeschool. My mom was my teacher.**

1 Q. Got it. Did you seek any higher education after
2 graduating from high school?

3 A. I went to a Bible college. And I completed a
4 three-year degree there, but it's not accredited.

5 Q. Okay. And which college was that?

6 A. Christ For The Nations Institute.

7 Q. Where is that located?

8 A. In Dallas, Texas.

9 Q. And are you currently working?

10 A. I'm employed, but I'm on break.

11 Q. Gotcha. And where are you employed at?

12 A. Dutch Sheets Ministries.

13 Q. And what do you do there?

14 A. I'm a graphic designer.

15 Q. What kind of things do you do as a graphic
16 designer?

17 A. Social media posts, website, graphics -- I'm more
18 of, like, the assistant fill-in.

19 (Court reporter clarification requested.)

20 THE WITNESS: Dutch Sheets Ministries.

21 Q. (BY MS. HERRERA) And how long have you been a
22 graphic designer at Dutch Sheets Ministries?

23 A. I reemployed there a year ago, but I was employed
24 there previously for several years.

25 Q. Were you employed elsewhere between being employed

1 there the first time and when you were reemployed?

2 **A. No, ma'am, just a stay-at-home mom.**

3 **Q. Gotcha. Okay. And when did you first join**
4 **Liberty HealthShare's program?**

5 **A. In 2019.**

6 **Q. And how did you hear about the program?**

7 **A. I -- Liberty -- my boss had helped me try to find**
8 **it, but back when I was employed with Dutch Sheets**
9 **Ministries the first time, and -- I think that's it. We**
10 **were just looking at healthshare ministries, and that was --**
11 **was a good one.**

12 **Q. And why were you searching for healthcare-share**
13 **ministries, specifically?**

14 **A. The primary reason would be family, maternity --**
15 **excuse me. We were starting our family. We wanted**
16 **something that went along with our beliefs, that was**
17 **supportive of family and -- particular, for me, it was**
18 **difficult to find the right maternity coverage of -- in**
19 **different types of insurances, and I really liked the**
20 **healthshare methods and -- I was previously with a**
21 **healthshare ministry, before, and I really, really enjoyed**
22 **that, so -- we liked how everything operated. It fit with**
23 **our family and our beliefs, and so we continued on with**
24 **that.**

25 **Q. And you said that you were part of a**

1 healthcare-sharing ministry before Liberty; is that right?

2 **A. Yes.**

3 Q. And which healthcare-sharing ministry were you a
4 part of before Liberty?

5 **A. Christian Healthshare [sic] Ministries.**

6 Q. How long were you a -- a member of that group?

7 **A. I believe it was just one year.**

8 Q. And when was that?

9 **A. Oh. I can't remember exactly, but it might have**
10 **been 2016 to 2017.**

11 Q. And why did you leave that program?

12 **A. I was with my dad's insurance at the time, also,**
13 **and when I phased out of that, I was just looking for the**
14 **best switch when I was going to make a switch. So I went on**
15 **to search for something, if there was anything better -- or**
16 **a better fit for our family.**

17 Q. Okay. And you said you thought it might be
18 between 2016 and 2017, but didn't join Liberty until 2019;
19 is that correct?

20 **A. Correct.**

21 Q. Were you a part of any other healthcare-sharing
22 ministry between 2017 and 2019?

23 **A. It could have still been the Christian Healthshare**
24 **[sic], and then I started -- I know I had it when I had my**
25 **first son, so I'm trying to remember the days. He was born**

1 **in 2017, and I believe we enrolled before he was born. So**
2 **it could have been 2017 through 2018, but I don't have the**
3 **paperwork in front of me.**

4 Q. During your time in the Christian
5 healthcare-sharing ministry, did you have any other health
6 insurance?

7 **A. I had my dad's, which was Blue Cross Blue Shield.**

8 Q. And then phased out of that one, correct?

9 **A. Correct.**

10 Q. Okay. So going back to Liberty. When you joined
11 in 2019, what kind of program did you join?

12 **A. In 2019 -- I'm trying to get the program right,**
13 **because I don't have it all in front of me. I believe it**
14 **was the family -- their family plan. I don't know the names**
15 **of them.**

16 Q. That's okay. And are you still part of the family
17 plan?

18 **A. No.**

19 Q. Okay. What's your current plan, or program?

20 **A. It's just the single.**

21 Q. Gotcha. And when you first joined, how long were
22 you a member of that first program that you joined?

23 **A. I don't remember. It's all blended in.**

24 Q. Why did you switch from family plan to single?

25 **A. Because of all of the things going on with this**

1 **case.**

2 Q. Can you explain what you mean by that?

3 **A. It was uncertain what was going to happen, at the**
4 **time, and so I moved my family members, aside from myself,**
5 **out, for the time being, but we would love to reconnect.**

6 Q. And where did your family members move to?

7 **A. It's called Altrua HealthShare.**

8 Q. Is it another healthcare-sharing ministry?

9 **A. Yes.**

10 Q. Okay. So I am going to share my screen now to go
11 through the first document, and we'll make sure this comes
12 up correctly. Okay. Can you see this?

13 **A. Yes, ma'am.**

14 Q. Okay. I'm going to scroll -- make sure. Do you
15 recognize this email?

16 **A. Yes.**

17 Q. Okay. And who is the email from?

18 **A. From Liberty HealthShare.**

19 Q. And who is the email to?

20 **A. Myself and my husband.**

21 Q. Okay. Can you please read that portion that I
22 have highlighted?

23 **A. "This is to confirm that Fernie Renteria and**
24 **Breanna Renteria are active members of Gospel Light**
25 **Mennonite Church Medical Aid Plan, Inc., d/b/a Liberty**

1 **HealthShare, which is a Health Cost Sharing Ministry."**

2 Q. So Fernie is your husband; is that correct?

3 A. Yes.

4 Q. And what is the date on this email?

5 A. **December 17, 2018.**

6 Q. Okay. I'm going to scroll down a little bit. And
7 can you read the effective date?

8 A. **"January 1st, 2019."**

9 Q. So your membership in Liberty became effective as
10 of January 1st, 2019; is that correct?

11 A. Yes.

12 Q. Okay. And where it says "Participation Level,"
13 can you read that?

14 A. **"Couple."**

15 Q. And how long did the effective date for your
16 participation level as a couple last?

17 A. **How long was I in the couple participation level?**

18 Q. Yes.

19 A. **That's what I don't remember, how long.**

20 Q. Gotcha. Is it your understanding that the
21 effective date goes as long as you choose to be that
22 participation level, or is it something you have to renew
23 annually?

24 A. **It's -- it's as -- as long as you're a part of,**
25 **meaning you're contributing to the healthsharing and you**

1 **renew it by doing that.**

2 Q. Gotcha. So there's -- there's nothing specific
3 you have to -- to do, I guess, on top of contributing the
4 monthly share amount; is that correct?

5 **A. Correct. They have their requirements before you**
6 **sign up, but once you're signed up, you just continue to**
7 **share your -- share into it, and you're -- you're good.**

8 **(Court reporter clarification requested.)**

9 THE WITNESS: There's a monthly sharing
10 contribution.

11 Q. (BY MS. HERRERA) And when you first joined at the
12 participation level as -- the couple, what did this program
13 offer you -- or what were the benefits for you?

14 **A. The primary benefit would have been a chance at**
15 **having people share into any large medical costs that we**
16 **might have. It wasn't a guarantee, but that was definitely**
17 **something that was a benefit to us that -- that was offered**
18 **to us through -- through Liberty HealthShare. That would**
19 **have been the primary reason.**

20 Q. And when you say "large medical costs" -- what's
21 [sic] a large medical cost mean to you?

22 **A. It could have been, say, anything above 250 or**
23 **500. It's not -- there's not a set number, at the time.**
24 **You know, our life changes drastically from year to year,**
25 **and you could have some costs that feel like a lot one year**

1 **and some that feel like less, the next. So I don't have an**
2 **exact number for you.**

3 Q. Okay. And I'll ask some more questions about that
4 a little bit later. Aside from the couple participation
5 level that we see here and then the single level, have you
6 been part of any other programs offered by Liberty?

7 A. I don't remember if they had changed their names
8 of their programs while I was a member. So as far as I
9 know, we were in couple and single, but I had my children as
10 members also, at one point, and I don't remember if they
11 have a different name for that. But it's been a
12 continual -- a continual chain of events.

13 Q. Gotcha. And you testified, a little bit earlier,
14 about the expectation of giving the monthly share amount.
15 What is the purpose of giving the monthly share amount?

16 A. The monthly share amount allows the costs to be
17 shared a little bit more evenly, from my perspective,
18 instead of just asking people -- or -- or expecting people
19 to not give for a few months, and then give a massive amount
20 to help somebody out. I think it's a very smart way to
21 spread it out, but I don't have -- that's just my
22 perspective.

23 Q. And at the single level that you're at now, what
24 is the minimum requirement for you to participate, in giving
25 that monthly share amount?

Page 17

1 **A. Are you asking the cost of the monthly share**
2 **amount?**

3 Q. Yes.

4 **A. I have to look at the paperwork to see what it is**
5 **this -- at this moment.**

6 Q. Can you decide how much you want to give through
7 the monthly share amount or is there a minimum expectation?

8 **A. The monthly share amount is set -- the agreed-upon**
9 **amount, and then you can give above and beyond that amount**
10 **as you choose.**

11 Q. But you can't give below the set amount; is that
12 correct?

13 **A. Right. As a member, that's the agreement when you**
14 **come in. Yep.**

15 Q. What are the consequences if you don't pay the
16 minimum set amount?

17 **A. If you don't pay your monthly contribution, then**
18 **you're basically saying you -- you don't want to be a**
19 **member, so you would re- -- resign your membership.**

20 Q. Okay. And do you recall what your minimum -- or
21 the set share amount was when you first joined at the couple
22 participation level?

23 **A. I don't recall the exact amount. I know it's been**
24 **fluctuating throughout the years, so I -- I don't remember**
25 **the exact amount. I would have to look all that back up.**

1 Q. Okay. And when you say "fluctuating," is it
2 fluctuating by a couple dollars or a couple hundred dollars?

3 **A. Based on the plan, it changes. So the couple plan**
4 **was higher than the single plan, and then they've been very**
5 **transparent with their -- you know, with sharing needs, and**
6 **so it's been, I would say, a couple, not hundreds.**

7 Q. I'm going to go ahead and go -- and I apologize.
8 This is marked as Exhibit 1 to this deposition. I'm going
9 to pull up what I'm going to mark Exhibit 2 to this
10 deposition. Okay. And can you see this?

11 (Exhibits 1 and 2 marked.)

12 **A. Yes.**

13 Q. Okay. Do you recognize this letter from
14 Liberty --

15 **A. Yes.**

16 Q. -- HealthShare?

17 (Court reporter clarification requested.)

18 MS. HERRERA: Sorry. I paused.

19 **A. Yes, I recognize it.**

20 Q. (BY MS. HERRERA) Thank you. Do you recall when
21 you received this letter?

22 **A. I don't, but I believe it was toward the beginning**
23 **of the sharing.**

24 Q. Okay. I'd like to scroll down here. I have this
25 paragraph highlighted. Can you read this paragraph, please?

1 **A. "Liberty HealthShare has not increased share**
2 **amounts since 2018. With the continued rising costs of**
3 **healthcare and the amount of medical bills submitted for**
4 **sharing with [sic] our community, we've made the decision to**
5 **take action to help protect our collective SharePower and**
6 **help meet the needs of our sharing members."**

7 Q. And what's your understanding of what Liberty
8 HealthShare is saying in this paragraph?

9 **A. Up till that point, they haven't increased the**
10 **costs, and they were relying on the members to pitch in**
11 **extra to help cover other people's financial burdens.**

12 Q. And I'm sorry. I want to make sure I heard you
13 right. You said they were chipping in extra? When you say
14 "they," do you mean Liberty HealthShare was?

15 **A. From my understanding, it's -- it's saying that**
16 **they're not raising their costs that we are contributing, at**
17 **that point -- or from that point, before that, and relying**
18 **on other people, also, to contribute. That's my**
19 **understanding of it. I'm not sure what their exact**
20 **intention was.**

21 Q. And what's your understanding of the word
22 "SharePower"?

23 **A. It would be probably people contributing to other**
24 **people's financial medical needs. That's my -- that would**
25 **be what I thought it was.**

1 Q. Okay. And I -- I know you've said you don't
2 recall the exact minimum monthly share amounts. Do you have
3 an idea of how much you were paying as a couple, like --
4 just get like a range? Like was it a couple hundred dollars
5 every month? A couple thousand dollars every month? I'm
6 just trying to understand what the expectation is.

7 A. I feel like it was under the \$300 mark at that
8 time.

9 Q. Okay. I'm going to scroll down a little bit more.
10 There's a bolded sentence down here. Can you read that
11 bolded sentence?

12 A. **"The increase in monthly share amounts will be**
13 **effective on October 1st, 2020, for all new and existing**
14 **members."**

15 Q. And then -- I'm sorry I did not highlight this
16 part, but this first sentence, that starts with "Our board
17 of directors," can you just read that sentence?

18 A. **"Our board of directors has elected to increase**
19 **our monthly share amounts for all programs."**

20 Q. So it sounds like the purpose of this letter was
21 to inform you that the share amounts would be increasing; is
22 that correct?

23 A. Yes.

24 Q. Okay. And do you recall what the difference was
25 between when the share amount was increased -- between what

1 you were paying and then when it was increased?

2 **A. I don't know what the difference was, but if you**
3 **wanted a ballpark, it's -- it was not very much. It was**
4 **definitely under the hundred mark.**

5 Q. Okay. And I know you've talked, a little bit,
6 about this before. Do you recall when you switched,
7 exactly, to being a single program?

8 **A. I don't remember when I switched to being the**
9 **single program. It was -- it may have been around the time**
10 **my third child was born, but I -- she was born in 2023, but**
11 **I -- I don't know if that's the day.**

12 Q. Okay. And as a member having -- or being a part
13 of that single program, you're still expected to pay that
14 monthly share amount to cover -- or I guess to provide
15 benefits for yourself; is that correct?

16 **A. Yeah. I'm supposed to provide my monthly share**
17 **amount to -- to maintain my membership, uh-huh.**

18 Q. Okay. Thank you. I -- I apologize. It was a bad
19 question. I was just making sure -- you started at the
20 participation -- couple level, and then changed to single,
21 but that expectation stays the same. You're still paying
22 that monthly share amount to maintain your membership, is
23 what it sounds like. Correct?

24 **A. The -- the monthly share amount changes from**
25 **couple to single. So I still pay a monthly share amount,**

1 **but the amount changed.**

2 Q. And most likely is less; is that right?

3 **A. Yes.**

4 Q. And -- and you said you didn't recall what that --
5 that current contribution is; is that right?

6 **A. Correct. I would have to look for the exact**
7 **numbers.**

8 Q. Okay. And how do you typically pay that amount?
9 Is it -- is it just set up on, like, auto pay, or do you
10 write a check every month?

11 **A. It's set up on auto pay.**

12 Q. And when was the last time you contributed to the
13 monthly share amount?

14 **A. I don't have the exact day, but it is every month.**
15 **So it would have been a few days ago, I believe.**

16 Q. So you contributed to your monthly share amount in
17 October 2024; is that right?

18 **A. I can't answer you definitely because I don't have**
19 **it in front of me, but I -- I believe it's at the first of**
20 **the month.**

21 Q. Okay. And so -- I know you don't have it in front
22 of you. So possibly not October, but you definitely did pay
23 it in September of 2024? Would that be accurate to say?

24 **A. Correct.**

25 Q. Thank you. Okay. I am going to share my screen

1 and mark this last exhibit as Exhibit 3 to this deposition.

2 Do you recognize this email?

3 (Exhibit 3 marked.)

4 **A. Yes.**

5 Q. And who is it from?

6 **A. Liberty HealthShare.**

7 Q. And who is it addressed to?

8 **A. The Liberty HealthShare member.**

9 Q. Are you that member this is addressing to --

10 **A. Yes.**

11 Q. -- this email is addressing to? Excuse me. Thank
12 you. And what is the date on this email?

13 **A. March 1st, 2022.**

14 Q. Okay. And I have this highlighted portion. See
15 if I can scroll in a little bit. Can you read this, please?

16 **A. "Over the past three to four years, medical**
17 **expenses received from members exceeded SharePower nearly**
18 **every month. During 2021, more than 384 million [sic] in**
19 **shareable expenses were submitted by members, while members**
20 **contributed only 331 million [sic] to the ministry. This**
21 **resulted in more than 53 million [sic] being added to our**
22 **backlog."**

23 Q. And what is your understanding of the paragraph
24 that you just read?

25 **A. I understood Liberty HealthShare was sharing a**

1 **little bit on the costs that have been coming through, as**
2 **far as medical expenses that people needed shared. And then**
3 **the actual sharing that was happening was less than that,**
4 **and so they had a gap that still needed to be shared.**

5 Q. And in these sentences that I have highlighted,
6 right here, where it says "shareable expenses," what is your
7 understanding of what "shareable expenses" mean?

8 A. I believe it's within their guidelines. There are
9 some things that they will not share into, according to
10 their guidelines, and -- that's what I understand, from
11 that.

12 Q. Okay. I'm going to scroll down a little bit more,
13 and I have a couple places highlighted here. Can you read
14 this first highlighted portion?

15 A. "Our Sharing Guidelines have always included
16 provisions related to excessive charges. These provisions
17 note that charges in excess of fair and reasonable amounts
18 may not be eligible for sharing."

19 Q. And what is your understanding of what "fair and
20 reasonable amounts" mean?

21 A. According to Liberty HealthShare -- they have
22 instructed us on how to negotiate or ask for self-pay
23 amounts, different ways to cut the costs down, and so that
24 is not just the up-front unmanageable cost for an individual
25 to pay. And so I believe that's what they're talking about

1 **there.**

2 Q. Have you had to talk with a healthcare provider
3 about reducing your costs to a fair and reasonable amount?

4 **A. Yes.**

5 Q. Have you found that it's easy to do so?

6 **A. It's intimidating, but it's simple.**

7 Q. Were you successful when you were able to talk to
8 the healthcare provider about reducing the amount?

9 **A. Yes.**

10 Q. And this second paragraph here that's highlighted,
11 can you please read this highlighted portion?

12 **A. "Our backlog also consists of a very high**
13 **percentage of medical expenses submitted that are not [sic]**
14 **under \$200" -- or "that are under 200 [sic]." Sorry.**
15 **"Healthsharing was founded on faith-based principles that**
16 **provide [sic] the opportunity for a community of like-minded**
17 **people to share in one another's burdens, not their everyday**
18 **loads. With that sentiment, medical expenses 200 [sic] and**
19 **under will not be eligible for sharing and will not be**
20 **applied to the Annual Unshare [sic] Amount."**

21 Q. And what is your understanding of what the annual
22 unshared amount is?

23 **A. There is a -- an amount that's a reasonable**
24 **amount, between whatever program that you're in. It**
25 **fluctuates. And that's just the amount that you say, "I'm**

1 **going to cover this, first and foremost. It's something**
2 **that I have prepared for, and it's not part of the burden**
3 **for other people to share." That's what I understand.**

4 Q. Okay. And just to make sure I understand too,
5 it's an amount you choose to pay for your own medical
6 expenses, and then after that amount is reached, then your
7 medical expenses are eligible for sharing? Is that correct?

8 **A. There is an amount that is stated in the**
9 **membership for unshared costs, that you do cover before you**
10 **submit -- or before things are submitted for sharing from**
11 **the community.**

12 Q. And so that annual unshared amount is what you
13 would pay as an individual, first, before you submit your
14 documentation to have it shared; is that right?

15 **A. Correct.**

16 Q. Okay. And what is the annual unshared amount that
17 you pay -- or have elected to pay, I guess?

18 (Court reporter clarification requested.)

19 Q. And I apologize for interrupting you. I just want
20 to make sure my question is clear.

21 **A. It's fluctuated between a thousand and around the**
22 **2,000 mark, depending on my program.**

23 Q. Is there a minimum that you have to choose,
24 depending on your program?

25 **A. Each program has its own amounts set before you**

1 **enroll in them, so you -- you can select which is best**
2 **suited for you.**

3 Q. And then back to this paragraph that we just read.
4 It -- it sounds like -- it's saying that medical costs under
5 \$200 are not eligible to be shared at all; is that right?

6 **A. Correct.**

7 Q. Okay. I think this is all I had on this exhibit,
8 so I'm going to go ahead and stop sharing the screen. Okay.
9 So through all of the programs that you have had with
10 Liberty, have you submitted your medical costs in order to
11 have your medical expenses shared?

12 **A. Yes.**

13 Q. Okay. And how many times have you done that?

14 **A. I'm not sure. It's been a lot.**

15 Q. Okay.

16 **A. I'm a fairly healthy individual and we have a**
17 **fairly healthy family, so it's not something very frequent,**
18 **but we've been a part of this for several years, so there's**
19 **been multiple times. I don't know how many.**

20 Q. Okay. Do you recall the most recent time you've
21 requested your medical costs to be shared?

22 **A. I believe it was for the birth of my third child.**
23 **That should have been the most recent and the last request.**

24 Q. And you said that was in 2023; is that right?

25 **A. Correct.**

1 Q. And what month was your third child born in 2023?

2 A. In January.

3 Q. And can you tell me about the process that you
4 have to go through to request that your expenses be shared?

5 A. For a typical expense -- there are some that are
6 prenotified. There are some that are just like an office
7 visit. You can submit your medical -- like an itemized
8 bill, if you will, to their -- to their member-sharing
9 portal, online, or on an app, and then once that goes
10 through, they have their people look at it and see -- and
11 help you process it. I've never had a big complication with
12 it. They always walk me through it.

13 Q. So once you submit your medical expense either on
14 the member portal or through the app, you said that
15 representatives of Liberty HealthShare have walked you
16 through it. Do you reach out to them after you've submitted
17 it, or do they contact you, say, "We received this"?

18 A. They haven't contacted me, in my experience,
19 unless I'm missing a document needed. Otherwise, I can
20 check back, on the portal, to see if things have been
21 processed or reviewed, and that's how I've been able to
22 tell. If I have questions, I have been able to call them
23 and -- or email them, and they respond quickly.

24 Q. And how long does it typically take in between the
25 time of submitting the documentation and then receiving

1 answer of whether it's going to be shared or not?

2 **A. Typically, about a month. Sometimes more,**
3 **sometimes less. For the maternity, it's been a little bit**
4 **more, because there's more steps.**

5 Q. And what kind of steps do you have to take with --
6 when it's involving maternity, rather than a different type
7 of medical cost?

8 **A. I think, for me, the steps were a little bit more**
9 **detailed because I had a midwife, instead of just a hospital**
10 **visit, and so they required some more codes and different**
11 **things -- medical terminology, that I just didn't provide in**
12 **the initial submitting.**

13 Q. Okay. And have your requests for your medical
14 expenses been accepted by Liberty HealthShare to be shared?

15 **A. Yes. Beyond our unshare amount, they have been**
16 **accepted to be shared. Not guaranteed all of it will be**
17 **shared, but thrown into the -- into the share pile.**

18 Q. Got it. So it was accepted because it was a -- a
19 shareable expense, and then -- have there been times where
20 you have requested that your medical expenses be shared and
21 they were not shared?

22 **A. I don't remember anyone denying our expenses,**
23 **because I believe we've submitted exp- -- expenses that are**
24 **within their shared guidelines. I -- I don't think we've**
25 **been denied.**

1 Q. Okay. Do you know what the process is once it's
2 been accepted, like, I guess, how other Liberty share
3 members -- or healthshare members know that you have an
4 expense that needs to be shared and paid for?

5 A. One of the ways, I believe, is the -- the monthly
6 amount gets distributed, and then on top of that, you could
7 submit a prayer request, or they've got like a community
8 communication prayer section, and you can submit your need
9 there. There is -- I -- I don't think there's really a way
10 you can say, "Hey, this is my name; and this is how much I
11 need shared." I don't think that that's -- that's possible
12 on there, but it gets distributed throughout the members.

13 Q. What type of information do you see in the prayer
14 requests?

15 A. More information as far as personally, if they are
16 struggling with something medically and they want to tell
17 you. It's -- usually, it's anonymous. People go through
18 and ask for prayer on various things, whether it's -- I
19 mean, just whatever they -- whatever they need. There's a
20 lot of different requests.

21 Q. And within those requests, are they asking for
22 their expenses to be shared, or is it more just, "Pray for
23 me, because I'm going through this."

24 A. It's just, "Pray for me, because this is what's
25 going on." It's not, "Here's my expense. Please cover it."

1 Q. Gotcha. Okay. And then you also said there was,
2 I think, a community needs. Is that separate from the
3 prayer requests and the sharing?

4 A. No. The community needs, I was trying to refer to
5 the prayer requests section.

6 Q. Okay. Just making sure. Okay. And then -- so
7 you have had your medical expenses accepted and then put
8 into the share -- the share pile, and they have been shared
9 before; is that right?

10 A. Yes.

11 Q. How did you find out that your medical needs -- or
12 your medical expenses were shared?

13 A. Referring back to the portal. I would get
14 notification through the portal, and also, they would send
15 me a reimbursement, if I did self-pay, things like that.
16 They would send the money back to me, and then I would know
17 it was shared.

18 Q. Have you typically had to do self-pay -- and --
19 and when you say that, you mean paying, yourself, up front;
20 is that right?

21 A. Correct.

22 Q. And is it typically how you have to pay for your
23 medical expenses, and then go through a reimbursement
24 process?

25 A. It's not always like that. Sometimes you can just

1 **work out the self-pay plan with a provider. It just depends**
2 **on who you're working with. From my experience, if I go**
3 **with more of a private provider, usually just paying up**
4 **front is much more simple.**

5 Q. And aside from self-pay, what are the other
6 options for submitting the medical expenses for sharing?

7 A. **I've had times where I've actually asked Liberty**
8 **to help me find out how to negotiate. That is one of my**
9 **options, I would say, to get costs at a lower or more**
10 **reasonable amount, and then I have, at times, given the**
11 **providers the Liberty HealthShare number to communicate with**
12 **them, if I don't have the right terminology. And payment**
13 **plans are another option, like I mentioned.**

14 Q. Okay. And do you have health insurance separated
15 from Liberty at this time?

16 A. **I'm also a member of Altrua HealthShare, but I**
17 **don't have health insurance.**

18 Q. What is the benefit to you being an Altrua member
19 if it's not providing health insurance or -- I guess what
20 kind of benefits do you have there?

21 A. **It has a similar background as Liberty. It's**
22 **different, but -- where we can share into other people's**
23 **medical expenses.**

24 Q. For the times -- I know you said you've never been
25 denied, so I guess let me ask this. Have you had to pay

1 out-of-pocket expenses for your medical costs that have not
2 been reimbursed by Liberty or Altrua?

3 **A. Yes, there have been times. Uh-huh; yes.**

4 Q. And how many times do you think you've also paid
5 out of pocket since joining Liberty?

6 **A. There's been separate occasions that I've paid**
7 **cash, but I have been reimbursed through sharing. My**
8 **children's doctor visits or -- I'm trying to think. With**
9 **like, say, the birth of my third child. That was -- that**
10 **was cash. And that's most recent in my head, so that's why**
11 **it's easier for me to remember. I'm trying to recall all of**
12 **them. There -- there has not been all [sic] of them -- not**
13 **all of them have been out of pocket. Some of them have been**
14 **planned or direct negotiation with Liberty to help me out.**

15 Q. And it sounds like -- when you just said you were
16 paying out of pocket, you were still reimbursed for those
17 times that you paid; is that right?

18 **A. Correct. Beyond our unshare amount, yes.**

19 Q. Okay. Have there been any times that you've --
20 you have had to pay out of pocket and have not been either
21 reimbursed for those costs or they have not been shared, so
22 you just didn't get refunded for those times?

23 **A. With Liberty HealthShare, I'm not certain if I've**
24 **had that happen. With Altrua, I have.**

25 Q. Okay. And with Altrua, was it just because of the

1 shareable expenses differ from what Liberty covers?

2 **A. I think it was just based on timing of events and**
3 **how long I was a member.**

4 Q. Gotcha. Do you have to wait a certain period of
5 time until your medical costs can be shared, when you first
6 join?

7 **A. According to their guidelines, there are some**
8 **things that you need to wait and some things that it's**
9 **immediate. So it just depends on what -- what is happening.**

10 Q. And is that for Altrua or for Liberty?

11 **A. For both.**

12 Q. Okay. And at the time that you had the couple
13 plan and the family plan, for Liberty, has your husband had
14 to request his medical costs be shared?

15 **A. I don't know if he had any medical costs during**
16 **that time. I can't recall submitting anything for him.**

17 Q. You're the one having the babies, so that makes
18 sense. Yeah. Have you requested for medical expenses to be
19 shared on behalf of your children, with Liberty?

20 **A. Yes.**

21 Q. Okay. And when did you make those requests?

22 **A. Few years ago, just for doctor visits, simple**
23 **things.**

24 Q. And were those expenses able to be shared?

25 **A. Yes.**

1 Q. Did you have to pay anything out of pocket that
2 you -- that were not shared for those visits?

3 A. I don't believe so, unless it was within our
4 unshare amount during that time.

5 Q. Okay. And I know you've -- you've talked about
6 this a little bit. So you pay into a monthly share amount,
7 and that is what allows for other members' medical expenses
8 to be shared; is that right?

9 A. Correct.

10 Q. Are you given any information about, like, which
11 members' medical costs are being shared or anything related
12 to a different member's medical sharing, that your monthly
13 share amount is going towards?

14 A. No.

15 Q. Okay. And I know you said your experience has
16 been that you've submitted your medical expenses and you
17 haven't been denied. Do you know, aside from kind of what's
18 listed in the guidelines, how Liberty decides on whether or
19 not to -- to share that mem- -- that member's medical
20 expenses?

21 A. As far as I know, everything that's within the
22 guidelines can be shared. According to their letter about
23 the expenses being too high or not reasonable, from my
24 experience, they have talked to me about how to negotiate
25 things down. And in the medical world, you can usually take

1 **a bill and revisit it and discuss it with the doctors or the**
2 **providers to create a more reasonable outcome; however, I'm**
3 **not sure what happens, exactly, and how they decide what**
4 **gets denied outside of the guidelines.**

5 Q. Okay. I think now might be a good time for a
6 quick break, if that's okay with everybody. How are you
7 feeling?

8 THE VIDEOGRAPHER: We are going off the record.
9 The time is 10:01.

10 (Brief recess taken - 10:01 to 10:13 a.m.)

11 THE VIDEOGRAPHER: We are going back on the
12 record. The time is 10:13.

13 Q. (BY MS. HERRERA) All right. Mrs. Renteria, do
14 you currently have a religious affiliation?

15 **A. Are you referring to a denomination or a**
16 **congregation?**

17 Q. However you identify, I guess, a religious
18 affiliation.

19 **A. I affiliate myself with Christians,**
20 **nondenominational.**

21 Q. And how long have you identified yourself as a
22 Christian?

23 **A. About 25 years.**

24 Q. Do you regularly participate in religious worship?

25 **A. Yes.**

1 Q. And where do you typically participate in that
2 religious worship?

3 A. **My current church is Revolution Emanuel**
4 **Ministries.**

5 Q. Is that located in Santa Teresa, where you live?

6 A. **It's in [sic] the outskirts of El Paso, Texas.**

7 Q. And do you typically go worship in person?

8 A. **The most I can, with the -- with all the kids.**
9 **Yes.**

10 Q. How often do you typically go?

11 A. **I typically go once a week. Sometimes, three**
12 **times a week. It just depends on the kids, again.**

13 Q. Gotcha. And are there any other religious
14 activities that you regularly engage in?

15 A. **I wouldn't say organized activities, just -- just**
16 **my typical fellowship with other Christians.**

17 Q. And when you say "fellowship with other
18 Christians," what do you mean by that?

19 A. **Friendships, hanging out at someone's house, going**
20 **to a park, you know, eating a meal together, something like**
21 **that.**

22 Q. And is prayer an important part of the religious
23 worship that you take part in?

24 A. **Yes, ma'am.**

25 Q. How often would you say that you pray?

1 **A. Not often enough. I would say throughout the day,**
2 **off and on. Corporately, once a week, for me. Sometimes**
3 **twice a week with other believers, but for myself would be**
4 **throughout the day, off and on, not a particular amount of**
5 **times.**

6 Q. Okay. And will you typically pray regardless of
7 where you are, say you're at home or in the car, or do you
8 typically have a designated spot?

9 **A. No. I pray anywhere I am.**

10 Q. And aside from what you've already testified about
11 regarding the medical cost sharing that you participated
12 with Liberty HealthShare, do you participate in any other
13 religious activities that are organized or sponsored by
14 Liberty HealthShare?

15 **A. No.**

16 Q. Okay. Can you tell me what the biblical
17 principles are that guide the way that you live your life?

18 **A. Ooh, there is a lot of biblical principles. Could**
19 **you be a little bit more specific on what you're trying to**
20 **understand?**

21 Q. Yeah. Just -- I mean, you've kind of talked about
22 prayers. At the beginning of the testimony, you sort of
23 talked about your draw towards Liberty, because of your
24 beliefs. Can you just kind of talk about your beliefs in
25 relation to what the Bible kind of tells you or -- or how it

1 guides you in -- in how to live?

2 **A. That is a very broad -- I could be here all day**
3 **talking about that. I'm trying to see where you would want**
4 **me to narrow in. First and foremost -- I believe the Bible**
5 **is very clear. There's one God. I'm -- I'm going down to**
6 **the very basics. I'm not sure if you want me to do that.**

7 **Q. Whatever is important to you. I guess maybe**
8 **another way to phrase it is, how would you explain -- like**
9 **being a Christian, what that means and what that means in**
10 **relation to -- to how you live your life, by following the**
11 **Bible?**

12 **A. Okay. So Christian, Christ follower. Following**
13 **Jesus's example, from the Bible, he was a servant leader.**
14 **He would serve other people in need, literally washing the**
15 **feet of his followers, his disciples, so putting himself at**
16 **the bottom to lift other people up. So that's one of the**
17 **ways I believe that I live -- or try my best to live,**
18 **according to the Bible and my Christian faith.**

19 **The other ways, I guess, being faithful to the**
20 **Lord, asking for forgiveness, praying for others. But I**
21 **feel like whatever [sic] it comes down to others, it comes**
22 **down to loving other people, loving God, like if -- if you**
23 **just summarize it. Trying to love other people the way God**
24 **loves them or sees them, and if you do that, I think you can**
25 **walk out what the Bible tells you to do, because then**

1 **everything else falls into place. So that's kind of a very**
2 **tight summary of how I would try to answer your question.**

3 Q. Thank you. I'll -- I'll try to ask a -- a few
4 more narrow ones, but I -- I kind of just wanted an overview
5 of -- of what you thought regarding those biblical
6 principles, so -- it's my understanding that Liberty
7 HealthShare specifically requests their members to maintain
8 a specific lifestyle, a Christian lifestyle. Can you
9 describe what those beliefs are, in terms of what Liberty
10 HealthShare expects out of maintaining a Christian
11 lifestyle?

12 A. Yeah. Their -- their guidelines have the exact
13 wording. They expect you to live a life that's free of sin,
14 if you will, being -- drugs, those types of things, that
15 they're not -- they don't consider that and I don't consider
16 that a Christian lifestyle. Being in community with
17 others -- generally, your faith. I'm trying to narrow it
18 down again.

19 They have a list of specific things that you can
20 see when you sign up, and I haven't memorized the list,
21 because when I signed up, I knew that was how I lived and
22 chose to live my life, as it was. So I don't have it
23 memorized as a motto in my life. I just go back to living
24 the principles in the Bible, and as long as I feel confident
25 that I have been doing that, I feel confident being a member

1 **of Liberty HealthShare.**

2 **(Attorney J. Michael Sharman joins Zoom depo.)**

3 Q. Do you use any tobacco products?

4 A. No.

5 Q. Do you drink alcohol?

6 A. No.

7 Q. Do you try to exercise regularly?

8 A. Yes, I -- I do.

9 Q. Say with a five-week-old, that might be --

10 A. Right.

11 Q. -- other kiddos, might -- might be difficult. Do
12 you have what you consider to be a healthy diet?

13 A. Yes.

14 Q. Do you believe that you have a spiritual duty to
15 maintain a healthy lifestyle?

16 A. I do.

17 Q. And can you explain a little bit more about what
18 that spiritual duty is?

19 A. So the Bible explains that our body is his
20 temple -- God's temple, that he can reside in us and through
21 us, and so if we decide to destroy the temple, that is an
22 unholy act. And so according to the Bible, I believe it is
23 my duty to maintain my health and to be a witness to others.
24 If I'm trying to talk to other people, for example, about
25 gluttony, in the Bible, and I'm indulging on whatever I feel

1 **like -- I can't, very well, go and talk to them about gossip**
2 **either. It's -- there's just -- there's a lot of stances**
3 **against hypocrisy in the Bible, and so you want to try your**
4 **best. Obviously, we're all people. And we're all human,**
5 **and we all fall and make mistakes. But you want to try to**
6 **live your best, according to what the Bible says, and it**
7 **actually will allow you to live a healthier, happier life,**
8 **if you do it.**

9 Q. And do you also believe you have an ethical duty
10 to maintain a healthy lifestyle?

11 A. Yes. I mean, believe it goes with ethics and
12 morals. I believe it's along the same lines as what I was
13 just talking about, so --

14 Q. And where do you believe that your personal rights
15 and liberties come from?

16 A. I believe, innately, they come from God, because
17 I'm a Christian, and I believe, also, our amazing country
18 has given us a foundation of pretty good liberties that we
19 are extremely blessed with here.

20 Q. And do you believe that you have a biblical and
21 ethical obligation to assist your fellow man when in need?

22 A. Yes.

23 Q. And can you describe to me how you fulfill that
24 belief?

25 A. Ooh, as an example or as a rule?

1 Q. Whatever you think might -- might help answer that
2 question. I would say maybe start with, like, the rule,
3 like you said, and then maybe if you do have an example, you
4 can provide that as well.

5 A. Okay. So the rule, for me, goes back to how Jesus
6 lived and how he served and how he healed the blind and --
7 you know, people who couldn't walk and -- the -- the
8 lowliest and neediest, he was there with, and helping. So I
9 think that's the general rule for Christians. And then as
10 an example, I try to think of, like, what is going on in our
11 nation right now, with all of the natural disasters and -- I
12 don't want to cry on here.

13 Being able to either donate financially or
14 physically go to help dig somebody out of the rubble,
15 whether they are a Christian or not. You said -- I think
16 you referred to the Christian community specifically, but
17 Jesus didn't just serve the Christians. He hung out -- his
18 closest friends were his disciples and other believers, but
19 he was everywhere. And so I think -- I think that, as an
20 example, it's -- it's worshiping with other believers,
21 eating with other believers, hanging out, building each
22 other up, but going out and doing what you're learning to --
23 with the people around you.

24 But if there are believers -- for instance, in my
25 very own little family, if -- if my son has a -- a scrape on

1 **his leg, I'm going to go get everything I can to help him**
2 **recover quickly and be at peace and -- you know, not freaked**
3 **out about whatever happened, and so -- I think that's just a**
4 **very small example of -- of what you were trying to ask.**

5 Q. Do you need to take a short break?

6 **A. I think I'll be okay. I think --**

7 Q. Okay.

8 **A. -- I'm composed now.**

9 **(Court reporter clarification requested.)**

10 Q. Okay. Are you familiar with the January 20th,
11 2023, OSI hearing officer's recommended decision to the
12 Superintendent of Insurance in relation to Gospel Light?

13 **A. Was it the -- I mean, that was in -- the start of**
14 **all of what's going on here, so I'm generally familiar with**
15 **it.**

16 Q. Okay. And just to present to you, there's --
17 there's a recommended decision from the hearing officer
18 that -- that was recommended to the Superintendent, and then
19 there's the Superintendent's final order. And you're
20 correct that it stems from the appeal of that final order.
21 So what I want to know is if -- if you can provide your
22 understanding of the recommended decision and the final
23 order, and -- and kind of what that did.

24 **A. My understanding of it was cease and desist, like**
25 **don't operate anymore in New Mexico. That was the general**

1 **understanding of what -- I knew, what was happening.**

2 Q. And what is your understanding of how those
3 decisions have interfered with your religious activity?

4 **A. To not be able to be involved -- I mean,**
5 **currently, I still am a member of Liberty HealthShare, but**
6 **to take that choice away, of being able to help out my**
7 **community of other believers, financially, even taking away**
8 **some of that prayer network that's on there, and the**
9 **connection that's more global. I mean, I think that's one**
10 **of the impacts. There's a lot of -- a lot of different**
11 **things, but religiously, that would be more the angle. I'm**
12 **sorry if I went off track.**

13 Q. No. That's okay. But you're still paying a
14 monthly share amount; is that correct?

15 **A. That's correct.**

16 Q. And so your contribution is still allowing other
17 members to have their medical costs shared; isn't that
18 correct?

19 **A. That's correct.**

20 Q. Okay. And when you say that it's affecting being
21 able to help -- or -- or that prayer element, how have these
22 decisions affected that?

23 **A. Currently, because everything is in limbo --**
24 **things are still operating, but it's -- for me, personally,**
25 **it would cut off that particular network, if we're talking**

1 **about on the religious end, the prayer, and being able to**
2 **share with the others in that community that is the Liberty**
3 **HealthShare community, that we've already established a**
4 **commitment, if you will, to each other and -- within Liberty**
5 **HealthShare. So that would cut me out of that.**

6 Q. And do you believe that the decisions have
7 attempted to influence or modify your personal religious
8 beliefs?

9 A. My personal religious beliefs will not change,
10 **despite whatever happens. The way that I walk them out will**
11 **be impacted based on things around me, but my beliefs will**
12 **not be impacted.**

13 Q. And do you believe that you're being treated
14 differently than others by the OSI because of your
15 membership in Gospel Light?

16 A. It feels a little bit personal because I'm a
17 **member in New Mexico. It does feel a little bit personal to**
18 **me, but I -- I don't see -- I guess I'm trying to -- I'm**
19 **trying to word this for you. I do feel like I am treated**
20 **differently, in a negative way. I don't know why I, being a**
21 **member -- so Liberty HealthShare would be singled out and**
22 **told to stop doing what their doing. It does feel personal**
23 **to me, and I know it's not just me. I know there's many**
24 **other members in New Mexico, so -- but for me, yeah, it**
25 **feels like I'm treated differently.**

1 Q. And I know you've touched on this a little bit,
2 but do you believe because of these decisions by the
3 Superintendent, you have been restricted from interacting
4 with others who share your same religious beliefs?

5 A. No. I don't think that there is a -- a -- a
6 restriction on interactions. I think, like I said, the way
7 that we walk out our faith and different elements of what we
8 can do, our -- our reach -- our spectrum of -- of being able
9 to walk out our faith within the networks of Liberty
10 HealthShare, which is much broader than my neighborhood. I
11 think that's what's mostly impacted. I don't think that
12 they can -- I don't think that it will change on a personal
13 level, because everybody can -- at least in this country, we
14 can still walk out our beliefs.

15 Q. And so regardless of these decisions, you're going
16 to continue to go to your local church that's on the
17 outskirts of El Paso, continue prayer, and whatever else are
18 with -- aligned with your beliefs; is that correct?

19 A. Yes.

20 Q. From what you know about the -- the decisions and
21 the OSI's actions, do you believe that there has been
22 hostility from OSI towards members of Gospel Light?

23 A. I don't believe there was hostility. Just because
24 I've been on the stand, I felt a little bit more involved, I
25 think, than other members, possibly, but I don't think it's

1 **been hostile. Maybe just the -- the type of determining**
2 **they're trying to do -- the type of decision they're making**
3 **feels a little bit hostile, because it feels like something**
4 **is being taken, and that is an invasion, in my sense, you**
5 **know, so I think in that sense -- but on a personal level,**
6 **to people, I don't think it's hostile.**

7 Q. And based on that, kind of, same line that you --
8 that you just spoke about, do you believe that these
9 decisions made by OSI and the Superintendent have violated
10 your religious beliefs?

11 **A. Yes.**

12 Q. And why do you think that?

13 **A. Because I believe -- religious belief or religious**
14 **rights, I guess? Which one?**

15 Q. Well, religious beliefs is what I was asking.

16 **A. Okay. Their decision -- I've said it before.**
17 **Their decision does not impact my religious beliefs, my**
18 **internal beliefs. There, I believe, is a difference between**
19 **some rights that we have and the beliefs that are internal,**
20 **and so their decision has not impacted -- or will not impact**
21 **my beliefs.**

22 Q. And do you think those decisions made by the
23 Superintendent and OSI have restricted your speech in any
24 way?

25 **A. I don't think they've restricted my speech.**

Page 49

1 Q. Have you personally seen or heard about any press
2 releases from OSI regarding Gospel Light?

3 **A. I have not personally seen them.**

4 Q. Nor heard about them?

5 **A. Nor heard.**

6 Q. Okay. From what you do know about this case, do
7 you think that the actions of OSI and the Superintendent are
8 a public campaign against Gospel Light and other
9 healthcare-sharing ministries?

10 **A. Can you phrase that a little bit differently?**

11 Q. Yeah. So what I'm trying to ask is kind of --
12 based on your knowledge -- you know, I -- I kind of asked
13 with the hostility question too -- I mean, is it your
14 opinion that OSI are targeting healthcare-sharing
15 ministries, or Gospel Light, specifically?

16 **A. In my opinion, yes.**

17 Q. Okay. And why do you think that?

18 **A. Because of the policies, I've understood, that**
19 **New Mexico has with health insurance and the way that I've**
20 **heard of their disagreement and cancellation of another**
21 **healthshare, which I don't know the name, and Liberty**
22 **HealthShare.**

23 **(Court reporter clarification requested.)**

24 THE WITNESS: Yes.

25 Q. (BY MS. HERRERA) Do you think that OSI shows a

1 preference towards any religious denomination?

2 **A. No.**

3 **Q.** Okay. So -- lastly, I just want to go back to a
4 couple things that you testified to before. I think at the
5 very beginning, when you were talking about joining Liberty,
6 you had stated that they were kind of aligned with your
7 beliefs regarding, like, family, maternity, and just your
8 beliefs in general. Can you give me a little bit more
9 information about those particular things that drew you to
10 joining a healthcare-sharing ministry?

11 **A. Yeah. So I was having a lot of difficulty finding**
12 **insurance, if you will, when I was on the search, that would**
13 **cover and go through the whole maternity, labor and**
14 **delivery, and so as far as family and maternity, those were**
15 **big elements that my husband and I were juggling. It's been**
16 **more and more challenging to find providers that will work**
17 **outside of the borders of New Mexico, since we do not**
18 **only -- we're not in New Mexico very often.**

19 **We live here and we do everything in El Paso, or**
20 **we visit in Michigan or we -- and so finding providers and**
21 **finding insurance or somebody who would work with us outside**
22 **of the New Mexico borders became more difficult, with the**
23 **things and policies happening in New Mexico. So**
24 **healthshare, one, was one of the things that were definitely**
25 **going to be able to help us, no matter where we were, and**

1 **then religious beliefwise, there's a lot of things going on**
2 **that we just don't -- and I personally do not believe in.**

3 **I don't believe in abortion. I don't believe in**
4 **different surgeries that they're performing on children, and**
5 **I don't want to support that. It's -- it's against my**
6 **religious belief, and so if -- I feel like contributing to**
7 **other insurance agencies or programs that are doing those**
8 **things, I feel like part of my money is going to support**
9 **that, and it -- it does not feel right to me. And so that's**
10 **another element that drew us into Liberty HealthShare.**

11 Q. Okay. And I know you just touched on this a
12 little bit, but I just want to clarify. Is it your opinion
13 that your contribution to paying, like, a regular health
14 insurance -- or let me not phrase it "regular health
15 insurance" -- but a plan that was outside of a
16 healthcare-sharing ministry, then that money would be going
17 towards particular -- I guess medical procedures that you
18 don't agree with?

19 A. **My understanding is that some of it is allocated**
20 **for things like that, or even advertising. I had [sic]**
21 **gotten pamphlets in the mail, in my past, from different**
22 **medical insurance -- I don't know what you want to call**
23 **it -- insurance or providing services for people,**
24 **advertising for things I just did not believe in, whether it**
25 **was abortion options or -- actually, at the time, that would**

1 **probably have been the main advertisements that I had gotten**
2 **that really checked at me, and I did not like it.**

3 **(Court reporter clarification requested.)**

4 THE WITNESS: They -- they kind of checked my
5 internal being. Yeah, they checked me.

6 Q. (BY MS. HERRERA) Are there healthcare providers
7 or clinics located in Santa Teresa?

8 **A. There are.**

9 Q. And is there a reason that you wouldn't be able to
10 seek care from those providers, as opposed to going out of
11 state to receive care?

12 **A. I believe, like anybody trying to choose what's**
13 **best for their family, you could go anywhere. You could**
14 **pick the nearest emergency room or hospital, but if you know**
15 **history or other people who have been there, you choose**
16 **what's best according to your best knowledge. And so from**
17 **what I have seen and heard and talked to other people about,**
18 **the best options were in El Paso, aside from my midwife.**
19 **She lives in Santa Teresa.**

20 Q. I think that's going to be all the questions I
21 have right now.

22 MS. HERRERA: Carter, did you have any follow-up
23 questions?

24 MR. HARRISON: I do not.

25 MS. HERRERA: Okay. If you-all don't mind, I'd

1 just like to take a five-minute break to review my notes,
2 and then we can come back on if I have a couple questions.
3 Otherwise, we should be done.

4 MR. HARRISON: Okay. Sounds good.

5 THE VIDEOGRAPHER: We're going off the record.
6 The time is 10:42.

7 (Brief recess taken - 10:42 a.m. to 10:47 a.m.)

8 THE VIDEOGRAPHER: Okay. We are going back on the
9 record. The time is 10:47.

10 Q. (BY MS. HERRERA) Okay. Ms. Renteria, I just have
11 a -- a couple more follow-up questions. I think, earlier,
12 you had testified to -- saying that the last time you
13 submitted medical paperwork for sharing, you believed, was
14 January 2023, when your third child was born; is that right?

15 A. Correct.

16 Q. Okay. And I believe you said your husband
17 probably hasn't shared any -- or asked for his medical
18 expenses to be shared. Have you sought medical-expense
19 sharing for your children since January 2023?

20 A. Not through Liberty HealthShare.

21 Q. Okay. Have you been instructed by Liberty
22 HealthShare to not submit any medical expenses to be shared?

23 A. No.

24 Q. Okay. So if you did have a medical expense now,
25 through your single plan, you could submit that expense to

1 be shared through Liberty HealthShare? Is that your
2 understanding?

3 **A. Yes.**

4 **Q.** Okay. That are -- those are all the questions
5 that I have, so -- not too long. I -- unless Carter has any
6 follow up, then I think we should be through for today.

7 **MR. HARRISON:** No. I think we're good to go.
8 (Court reporter inquires as to read and sign.)

9 **MS. HERRERA:** Yes.

10 **MR. HARRISON:** Yes, please.

11 (Court reporter inquires as to transcript order.)

12 **MR. HARRISON:** E-Tran for us.

13 **MS. HERRERA:** That works for OSI as well.

14 **THE VIDEOGRAPHER:** And video orders, please.

15 **MS. HERRERA:** I'm sorry. Typically -- what --
16 what's typical practice?

17 **THE VIDEOGRAPHER:** It depends on your firm. Most
18 people do an MPEG-4.

19 **MS. HERRERA:** Okay. We'll take that.

20 **THE VIDEOGRAPHER:** Okay.

21 (Court reporter clarification requested.)

22 **THE VIDEOGRAPHER:** A MPEG-4.

23 **Mr. Harrison,** did you want a copy of the video?

24 **MR. HARRISON:** Yes, please, and the same format
25 works.

Page 55

1 THE VIDEOGRAPHER: Okay.

2 This concludes the deposition of Breanna Renteria.

3 We're going off the record. The time is 10:50.

4 (The proceeding concluded at 10:50 a.m.)

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1 GOSPEL LIGHT MENNONITE, et al. vs. NEW MEXICO OSI, et al.

2 DEPONENT SIGNATURE/CORRECTION PAGE

3 If there are any typographical errors to your
4 deposition, indicate them below:

5 PAGE LINE

6 _____ Change to _____

7 _____ Change to _____

8 _____ Change to _____

9 _____ Change to _____

10 Any other changes to your deposition are to be listed
11 below with a statement as to the reason for such change.

12 PAGE LINE CORRECTION REASON FOR CHANGE

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19

20 I, BREANNA RENTERIA, do hereby certify that I have read
21 the foregoing pages of my testimony as transcribed and that
22 the same is a true and correct transcript of the testimony
23 given by me in this deposition on October 9, 2024, except
24 for the changes made.

25

Date signed BREANNA RENTERIA

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF NEW MEXICO

3 GOSPEL LIGHT MENNONITE
4 CHURCH MEDICAL AID PLAN,
5 d/b/a LIBERTY HEALTHSHARE,
6 BREANNA RENTERIA,
7 LAURA SMITH, and
8 TAMMY WATERS,

9 Plaintiffs,

10 vs. No. 1:23-cv-00276 MLG-KK

11 NEW MEXICO OFFICE OF THE
12 SUPERINTENDENT OF INSURANCE and
13 ALICE T. KANE,
14 Superintendent of Insurance,
15 in her official capacity,

16 Defendants.

17 REPORTER'S CERTIFICATE

18 I, VERONICA E. BYRD, CCR, RPR, DO HEREBY CERTIFY that
19 on October 9, 2024, the Deposition of BREANNA RENTERIA was
20 taken before me at the request of, and sealed original
21 thereof retained by:

22 Alyssa Nicole Herrera, Esq.
23 OFFICE OF THE SUPERINTENDENT OF INSURANCE
24 6200 Uptown Boulevard NE, Suite 400
25 Albuquerque, New Mexico 87110-4161
(505) 383-0800
alyssa.herrera@osi.nm.gov


I FURTHER CERTIFY that copies of this Certificate have
been mailed or delivered to all Counsel, and parties to the
proceedings not represented by counsel, appearing at the
taking of the deposition.

1 I FURTHER CERTIFY that examination of this transcript
2 and signature of the witness was REQUESTED by the witness
3 and all parties present. On _____, a letter was
4 mailed or delivered to CARTER B. HARRISON, IV, ESQ.,
5 regarding obtaining signature of the witness, and any
6 corrections, if any, were appended to the original and each
7 copy of the Deposition.

8 I FURTHER CERTIFY that the recoverable cost of the
9 original and one copy of the Deposition, including exhibits,
10 to ALYSSA NICOLE HERRERA, ESQ., is \$_____.

11 I FURTHER CERTIFY that I did administer the oath to the
12 witness herein prior to the taking of this Deposition; that
13 I did thereafter report in stenographic shorthand the
14 questions and answers set forth herein, and the foregoing is
15 a true and correct transcript of the proceeding had upon the
16 taking of this Deposition to the best of my ability.

17 I FURTHER CERTIFY that I am neither employed by nor
18 related to nor contracted with (unless excepted by the
19 rules) any of the parties or attorneys in this case, and
20 that I have no interest whatsoever in the final disposition
21 of this case in any court.

22 
23 _____
24 VERONICA E. BYRD, CCR, RPR
25 New Mexico CCR #36
License Expires: 12/31/24



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

GOSPEL LIGHT MENNONITE CHURCH MEDICAL AID
PLAN, d/b/a LIBERTY HEALTHSHARE, BREANNA
RENTERIA, LAURA SMITH, and TAMMY WATERS,

Plaintiffs,

vs. No. 1:23-cv-00276 MLG-KK

NEW MEXICO OFFICE OF THE SUPERINTENDENT OF
INSURANCE, and ALICE T. KANE, Superintendent
of Insurance in her official capacity,

Defendants.

VTC DEPOSITION OF LAURA SMITH
November 12, 2024
9:28 a.m.

PURSUANT TO NOTICE AND AGREEMENT, the
Video Teleconference Deposition of Laura Smith was
taken virtually per stipulation of all parties.

TAKEN BY: MR. STEPHEN P. THIES
Attorney for Defendants

REPORTED BY: Susan M. Hilton, CRR, NM CCR 108
Bean & Associates, Inc.
Professional Court Reporting Service
201 Third Street, NW, Suite 1630
Albuquerque, New Mexico 87102

Exhibit B

(9994N) SMH

<p style="text-align: right;">2</p> <p>1 APPEARANCES</p> <p>2 For the Plaintiffs:</p> <p>3 HARRISON & HART, LLC</p> <p>4 924 Park Avenue, Southwest, Suite E</p> <p>5 Albuquerque, New Mexico 87102</p> <p>6 BY: MR. NICHOLAS T. HART (VIA ZOOM)</p> <p>7 MR. CARTER B. HARRISON, IV (VIA ZOOM)</p> <p>8 nick@harrisonhartlaw.com</p> <p>9 carter@harrisonhartlaw.com</p> <p>10 For the Defendants:</p> <p>11 OFFICE OF SUPERINTENDENT OF INSURANCE</p> <p>12 1120 Paseo de Peralta</p> <p>13 Santa Fe, New Mexico 87501-2747</p> <p>14 BY: MR. STEPHEN P. THIES (VIA ZOOM)</p> <p>15 stephen.thies@osi.nm.gov</p> <p>16 INDEX</p> <p>17 EXAMINATION OF LAURA SMITH</p> <p>18 By Mr. Thies 3</p> <p>19 REPORTER'S CERTIFICATE 25</p> <p>20 WITNESS SIGNATURE/CORRECTION PAGE 27</p> <p>21 (No exhibits were marked.)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">4</p> <p>1 do you know?</p> <p>2 A. I believe it was state.</p> <p>3 Q. Okay. Were you a Plaintiff or a Defendant</p> <p>4 in that proceeding?</p> <p>5 A. Defendant, I believe. I'm not sure.</p> <p>6 Q. Okay. That wasn't the Administrative</p> <p>7 Proceeding before the Superintendent of Insurance,</p> <p>8 was it?</p> <p>9 A. I don't think so.</p> <p>10 Q. Okay. I would like to describe some ground</p> <p>11 rules that are going to apply in this morning's</p> <p>12 deposition. And as you're aware, you were put under</p> <p>13 oath, and so all your questions are answered under</p> <p>14 oath. And the court reporter will be transcribing</p> <p>15 and recording everything you say. So that's -- it's</p> <p>16 hard when you don't answer with a verbal answer or</p> <p>17 just say "uh-huh" or something like that, nod your</p> <p>18 head or anything -- any physical movements, she can't</p> <p>19 record that. So make sure all your answers are very</p> <p>20 clear and precise.</p> <p>21 Also, let's try and avoid talking over one</p> <p>22 another. It's extremely difficult for the court</p> <p>23 reporter to transcribe what is being said when two</p> <p>24 people are talking at one time. And so let me finish</p> <p>25 my questions before you start answering, and I'll</p>
<p style="text-align: right;">3</p> <p>1 LAURA SMITH,</p> <p>2 after having been first duly sworn under oath,</p> <p>3 was questioned, and testified as follows:</p> <p>4 EXAMINATION</p> <p>5 BY MR. THIES:</p> <p>6 Q. Okay. Good morning, Ms. Smith. My name is</p> <p>7 Stephen Thies. I'm an attorney with the Office of</p> <p>8 Superintendent of Insurance, and I represent both the</p> <p>9 Office of Superintendent of Insurance and the</p> <p>10 Superintendent of Insurance, Alice T. Kane, in this</p> <p>11 matter. I'm going to be asking you some questions</p> <p>12 today.</p> <p>13 To start out, I'd ask that you please state</p> <p>14 your name and spell it for the court reporter.</p> <p>15 A. Laura Smith, L-a-u-r-a, S-m-i-t-h.</p> <p>16 Q. Have you ever had your deposition taken</p> <p>17 before?</p> <p>18 A. Yes.</p> <p>19 Q. And when?</p> <p>20 A. I think it was probably two years ago, and</p> <p>21 it was similar to this for the Liberty HealthShare</p> <p>22 attorneys.</p> <p>23 Q. And that was a different lawsuit?</p> <p>24 A. Yes.</p> <p>25 Q. Was that a state or a federal court case,</p>	<p style="text-align: right;">5</p> <p>1 give you the same courtesy and allow you to finish</p> <p>2 your answer before I have a follow-up question.</p> <p>3 Now, if I ask you any question that you</p> <p>4 don't quite understand, feel free to ask me to</p> <p>5 rephrase my question. I'll just rephrase it so you</p> <p>6 can understand what I'm asking you. I don't think</p> <p>7 it's going to take very long this morning, maybe a</p> <p>8 couple hours, if that. If you need a break at any</p> <p>9 time, feel free to say I need a few minutes just to</p> <p>10 go to the bathroom, get something to drink, catch</p> <p>11 your breath, whatever. But I will do or commit to</p> <p>12 stopping every hour, if you want, just so everyone</p> <p>13 involved can get a break. Court reporters are</p> <p>14 feverishly typing away, and she may need to give her</p> <p>15 hands a little break.</p> <p>16 Now is there anything today that would</p> <p>17 impair your ability to answer the questions that I'm</p> <p>18 going to be asking you honestly and truthfully?</p> <p>19 A. No.</p> <p>20 Q. Have you taken any over-the-counter</p> <p>21 medications in the last 24 hours?</p> <p>22 A. No.</p> <p>23 Q. Have you taken any prescription medication</p> <p>24 in the last 24 hours?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">6</p> <p>1 Q. Is it any type of prescription that would</p> <p>2 affect your ability to testify today?</p> <p>3 A. No.</p> <p>4 Q. Have you consumed any nonprescription drugs</p> <p>5 in the last 24 hours?</p> <p>6 A. No.</p> <p>7 Q. And have you consumed any alcohol in the</p> <p>8 last 24 hours?</p> <p>9 A. No.</p> <p>10 Q. How did you prepare for the deposition</p> <p>11 today?</p> <p>12 A. I didn't prepare. I didn't do anything.</p> <p>13 Q. You didn't review any of the documents?</p> <p>14 A. No.</p> <p>15 Q. Did you meet with your attorney?</p> <p>16 A. No.</p> <p>17 Q. Did you speak with anyone else other than</p> <p>18 maybe your husband about the deposition?</p> <p>19 A. No. Well, Trish, who's the one that sent</p> <p>20 me the e-mail, I called her this morning and talked</p> <p>21 to her about it.</p> <p>22 Q. Did you say anything --</p> <p>23 A. Just to tell her that my computer was</p> <p>24 acting up, and I thought I might be late. And I</p> <p>25 asked her if -- I had understood that I was supposed</p>	<p style="text-align: right;">8</p> <p>1 Q. Okay. Thank you.</p> <p>2 What originally brought you to New Mexico?</p> <p>3 A. My aunt lived here, and my dad was</p> <p>4 unemployed. I was 12 years old when we moved here</p> <p>5 looking for employment and being closer to family.</p> <p>6 Q. And there was someone you were talking with</p> <p>7 earlier. I assume that was your husband?</p> <p>8 A. Yes.</p> <p>9 Q. And how long have you been married?</p> <p>10 A. We've been married 46 years.</p> <p>11 Q. And do you have any children?</p> <p>12 A. Yes, I have three children.</p> <p>13 Q. And how old are your children?</p> <p>14 A. The oldest is 41, and then another son is</p> <p>15 39, and the daughter's 36.</p> <p>16 Q. And did you graduate from Farmington High</p> <p>17 School?</p> <p>18 A. I dropped out in my sophomore year and</p> <p>19 pursued -- got my GED.</p> <p>20 Q. Okay. Did you attend any college courses?</p> <p>21 A. I took some real estate courses and got my</p> <p>22 realtors license, but I never worked. I was raising</p> <p>23 children, and I eventually let it go back.</p> <p>24 Q. Are you currently working?</p> <p>25 A. No.</p>
<p style="text-align: right;">7</p> <p>1 to have two one-hour meetings with the attorneys to</p> <p>2 prepare, but we didn't ever do that.</p> <p>3 Q. Okay. What's your date of birth?</p> <p>4 A. 3-12-62.</p> <p>5 Q. And where were you born?</p> <p>6 A. In Safford, Arizona.</p> <p>7 Q. And you currently reside where?</p> <p>8 A. In Farmington, New Mexico.</p> <p>9 Q. And how long have you lived in Farmington?</p> <p>10 A. Let me see. I guess 50 years. I moved to</p> <p>11 Farmington, married, raised the family, and then we</p> <p>12 moved away for about 10 years. And then in 2016, we</p> <p>13 moved back.</p> <p>14 Q. When you moved away, you're saying you</p> <p>15 moved out of the state of New Mexico?</p> <p>16 A. Yes.</p> <p>17 Q. And where did you move to?</p> <p>18 A. We moved to Conway, Arkansas, for seven</p> <p>19 years, and then to Tunkhannock, Pennsylvania, for two</p> <p>20 years, and then back to Conway, Arkansas, for another</p> <p>21 year.</p> <p>22 Q. Okay. And then you returned to New Mexico?</p> <p>23 A. Yes.</p> <p>24 Q. And that was approximately when?</p> <p>25 A. In 2016.</p>	<p style="text-align: right;">9</p> <p>1 Q. When was the last time you did work?</p> <p>2 A. I guess it was 2006 before we moved away.</p> <p>3 Q. And where were you working then?</p> <p>4 A. I worked at CJ Banks. My best friend was</p> <p>5 the manager there, and I worked with her some, not a</p> <p>6 lot.</p> <p>7 Q. When you were in Arkansas and Pennsylvania,</p> <p>8 you weren't working?</p> <p>9 A. No.</p> <p>10 Q. When did you first join Liberty HealthShare</p> <p>11 program?</p> <p>12 A. In February of 2017.</p> <p>13 Q. How did you hear about the program?</p> <p>14 A. My daughter came across it, and signed up</p> <p>15 for it and was -- she was really liking it. And when</p> <p>16 we moved back in 2016, my husband was unemployed, so</p> <p>17 we were on COBRA for a year. And then they sent us</p> <p>18 notices saying COBRA was -- our insurance was going</p> <p>19 to be -- go up quite a bit. And so at that time, we</p> <p>20 started checking into Liberty and signed up.</p> <p>21 Q. Is your daughter still a member?</p> <p>22 A. No, she's not because her husband went to</p> <p>23 work for Chevron, and their company insurance was</p> <p>24 less expensive. I do have a son that's on Liberty,</p> <p>25 though.</p>

<p style="text-align: right;">10</p> <p>1 Q. How long has he been a member of Liberty?</p> <p>2 A. I would say probably three years.</p> <p>3 Q. You mentioned or you offered that your</p> <p>4 husband was on COBRA for a while. He was getting</p> <p>5 health insurance through a prior employer?</p> <p>6 A. Yes.</p> <p>7 Q. And do you know who the company was that</p> <p>8 was providing the insurance, not his employer but</p> <p>9 like Presbyterian?</p> <p>10 A. I think it was United Healthcare.</p> <p>11 Q. And you were covered under his policy as</p> <p>12 well?</p> <p>13 A. Yes.</p> <p>14 Q. And over all, how would you describe your</p> <p>15 experience?</p> <p>16 A. With United?</p> <p>17 Q. Yes.</p> <p>18 A. It was a good insurance, but it was very</p> <p>19 expensive.</p> <p>20 Q. Your husband's prior employer, did they pay</p> <p>21 a portion of the premium, or did your husband have to</p> <p>22 pay the entire premium with them?</p> <p>23 A. When he was employed with them, they paid</p> <p>24 part of it, but when they laid him off, we had to pay</p> <p>25 all of it.</p>	<p style="text-align: right;">12</p> <p>1 2017, have you ever submitted any medical bills to</p> <p>2 the program to have shared?</p> <p>3 A. Yes.</p> <p>4 Q. Do you know how many times you've submitted</p> <p>5 medical expenses to have paid?</p> <p>6 A. A lot.</p> <p>7 Q. When was the last time you submitted some</p> <p>8 medical expenses to be paid?</p> <p>9 A. I had rotator cuff repair August 20.</p> <p>10 Q. And has that -- those expenses been paid?</p> <p>11 A. No, but they will be. I'm just waiting.</p> <p>12 It takes a little while.</p> <p>13 Q. What's the process for you once you request</p> <p>14 medical expenses to be paid or reimbursed? What's</p> <p>15 the process that you go through?</p> <p>16 A. Well, they're different. Some of them will</p> <p>17 submit them for you, and some of them don't. And so</p> <p>18 they run you through as a cash patient, and they gave</p> <p>19 us a discount for the cash payment, and then I submit</p> <p>20 it myself into the share box.</p> <p>21 Q. When you say "they," you're talking about</p> <p>22 like the doctor's office or --</p> <p>23 A. Yes.</p> <p>24 Q. -- some medical facility?</p> <p>25 A. Yes. But I've been doing physical therapy,</p>
<p style="text-align: right;">11</p> <p>1 Q. What did you dislike about United Health</p> <p>2 coverage?</p> <p>3 A. The cost and a high deductible.</p> <p>4 Q. How much was your deductible?</p> <p>5 A. I think it was around 5,000.</p> <p>6 Q. So you had to pay the first five grand out</p> <p>7 of your pocket before they would start paying?</p> <p>8 A. I believe so.</p> <p>9 Q. And other than the cost of continuing</p> <p>10 coverage under COBRA, what made you join the Liberty</p> <p>11 program?</p> <p>12 A. I liked the idea of it being a Christian</p> <p>13 ministry, and I liked the idea of them investing in</p> <p>14 things I believed in.</p> <p>15 Q. And ever since you became a member, you</p> <p>16 make a monthly share on that, a payment?</p> <p>17 A. I do.</p> <p>18 Q. Do you know what the purpose of that</p> <p>19 monthly share payment is?</p> <p>20 A. Well, it goes into the pot to help share</p> <p>21 with other people's bills.</p> <p>22 Q. And when was the last time you made a</p> <p>23 monthly share payment?</p> <p>24 A. The 1st of November.</p> <p>25 Q. Since becoming a member, let's say, in</p>	<p style="text-align: right;">13</p> <p>1 and they submit it for me so it just depends on the</p> <p>2 provider.</p> <p>3 Q. Okay. Do you know how a decision is made</p> <p>4 at the Liberty level, the higher up level, whether or</p> <p>5 not to pay a member's medical expenses?</p> <p>6 A. Well, I think they pay it unless it has to</p> <p>7 be fair and reasonable. Some of them overprice, and</p> <p>8 so they adjust the amount. And if you have met your</p> <p>9 unshared amount, then they pay it.</p> <p>10 Q. What's your current unshared amount?</p> <p>11 A. 1750.</p> <p>12 Q. That's just for you or for you and your</p> <p>13 husband combined?</p> <p>14 A. Me and my husband combined per year.</p> <p>15 Q. Have you ever participated in a decision</p> <p>16 whether or not to pay another member's medical</p> <p>17 expenses?</p> <p>18 A. No.</p> <p>19 Q. Has your husband ever had any of his</p> <p>20 medical expenses paid by the program?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know how many times?</p> <p>23 A. No, I can't tell you how many times, but</p> <p>24 quite a few. Not as many as I have had.</p> <p>25 Q. When other members submit medical bills to</p>

<p style="text-align: right;">14</p> <p>1 be shared, do you get notice of that?</p> <p>2 A. No, I don't.</p> <p>3 Q. Do you ever -- are you ever notified about</p> <p>4 what type of medical -- or what type of medical</p> <p>5 issues this person is having, and that's why they are</p> <p>6 requesting expenses to be shared?</p> <p>7 A. No, I don't know anything about the other</p> <p>8 members.</p> <p>9 Q. Now, do you currently have any religious</p> <p>10 affiliations?</p> <p>11 A. We attend Hills Church here in Farmington.</p> <p>12 It's a non-denominational.</p> <p>13 Q. How long have you been attending that</p> <p>14 church?</p> <p>15 A. Probably, I'd say, seven or eight years.</p> <p>16 Q. Since you moved back in 2016 or 2017?</p> <p>17 A. We went to a different one. We used to</p> <p>18 attend Sagebrush for just a short time, and then we</p> <p>19 moved over to Hills Church.</p> <p>20 Q. Is Sagebrush a non-denominational church?</p> <p>21 A. Yes.</p> <p>22 Q. Before you moved to Arkansas and then</p> <p>23 Pennsylvania, were you a member of a church in New</p> <p>24 Mexico at that time?</p> <p>25 A. Yes, we attended First Baptist Church of</p>	<p style="text-align: right;">16</p> <p>1 concerts.</p> <p>2 Q. Do you participate in any Bible study</p> <p>3 group?</p> <p>4 A. We have in the past. We're not currently</p> <p>5 in any Bible study classes right at the moment, but</p> <p>6 we have before.</p> <p>7 Q. How long ago did you participate?</p> <p>8 A. Maybe three, four years ago.</p> <p>9 Q. What about prayer groups, do you</p> <p>10 participate in any prayer groups?</p> <p>11 A. No, not -- no.</p> <p>12 Q. What would you describe is the Biblical</p> <p>13 principles that guide your way of life?</p> <p>14 A. We follow the Bible inside and out.</p> <p>15 Q. Do you use tobacco?</p> <p>16 A. No.</p> <p>17 Q. Do you drink?</p> <p>18 A. Some.</p> <p>19 Q. Casual drinker?</p> <p>20 A. Yes.</p> <p>21 Q. Do you try to exercise on a regular basis?</p> <p>22 A. Yes. I have a stationary bike that I like</p> <p>23 to ride.</p> <p>24 Q. Do you consume what you would consider to</p> <p>25 be a healthy diet?</p>
<p style="text-align: right;">15</p> <p>1 Farmington.</p> <p>2 Q. Is that the faith that you were raised in,</p> <p>3 First Baptist?</p> <p>4 A. No, I was raised in the Mormon Church. My</p> <p>5 husband was raised in the Catholic Church, and so we</p> <p>6 ended up in a Baptist Church.</p> <p>7 Q. Okay. When you moved to Arkansas, did you</p> <p>8 attend any church services?</p> <p>9 A. We did. It was called New Life. It was</p> <p>10 non-denominational.</p> <p>11 Q. Okay. What about in Pennsylvania?</p> <p>12 A. We did. It was just a short time that we</p> <p>13 lived there. We hopped around trying to find a</p> <p>14 church home and never really fit in anywhere, so</p> <p>15 never really joined any church there.</p> <p>16 Q. Do you regularly attend services at Hills?</p> <p>17 A. Yes.</p> <p>18 Q. Weekly, twice a week?</p> <p>19 A. No, weekly.</p> <p>20 Q. Okay. And what other religious activities</p> <p>21 do you regularly participate at through your Hills</p> <p>22 membership?</p> <p>23 A. We attend some of the special things they</p> <p>24 put on. They'll have big fall festivals and just</p> <p>25 different things. Sometimes women's conferences or</p>	<p style="text-align: right;">17</p> <p>1 A. Yes.</p> <p>2 Q. Do you think that you have a spiritual duty</p> <p>3 to maintain a healthy lifestyle?</p> <p>4 A. Yes.</p> <p>5 Q. Can you describe that spiritual duty for</p> <p>6 me?</p> <p>7 A. I feel like -- well, it says in the Bible</p> <p>8 that this is our temple and to take care of it,</p> <p>9 and --</p> <p>10 Q. Do you believe you have an ethical duty to</p> <p>11 maintain a healthy lifestyle?</p> <p>12 A. Yes.</p> <p>13 Q. Can you describe that ethical duty for me?</p> <p>14 A. Well, just to avoid alcohol and tobacco and</p> <p>15 becoming obese, and --</p> <p>16 Q. Gospel Light requires their members to</p> <p>17 endorse five Christian beliefs. Can you describe</p> <p>18 those five beliefs for me?</p> <p>19 A. No, I don't.</p> <p>20 Q. Where do you believe your personal rights</p> <p>21 and liberties originate from?</p> <p>22 A. From our founding fathers.</p> <p>23 Q. Do you believe you have a Biblical or</p> <p>24 ethical obligation to assist your fellow man when</p> <p>25 that person's in need?</p>

<p style="text-align: right;">18</p> <p>1 A. Yes.</p> <p>2 Q. And why?</p> <p>3 A. It's just the right thing to do.</p> <p>4 Q. And can you describe how you fulfill that</p> <p>5 belief?</p> <p>6 A. When we see someone in need, we help as</p> <p>7 much as we can.</p> <p>8 Q. Were you familiar with the January 2023</p> <p>9 Hearing Officer's Recommended Decision?</p> <p>10 A. No.</p> <p>11 Q. Do you have an understanding what was in</p> <p>12 that Recommended Decision?</p> <p>13 A. No.</p> <p>14 Q. Are you familiar with the February 22,</p> <p>15 2023, Interim Superintendent's Final Decision?</p> <p>16 A. Is that the one where they wanted to get</p> <p>17 rid of our health share?</p> <p>18 Q. Well, can you describe what you mean by</p> <p>19 that?</p> <p>20 A. Well, the way I understand it, they don't</p> <p>21 want us to be able to -- us as New Mexicans to be</p> <p>22 able to participate in the healthshare. They want to</p> <p>23 force us to go to conventional insurance.</p> <p>24 Q. And why do you believe they want you -- the</p> <p>25 OSI, Office of Superintendent of Insurance, wants you</p>	<p style="text-align: right;">20</p> <p>1 just stick to what the Bible says.</p> <p>2 Q. Are you aware of anyone that you know of</p> <p>3 that has health insurance through the normal</p> <p>4 commercial market that has been required to pay for</p> <p>5 transgender care or treatment?</p> <p>6 A. No, I don't believe that they advertise it</p> <p>7 and tell us. We just don't know what they're</p> <p>8 investing in.</p> <p>9 Q. Have you ever explored in the last couple</p> <p>10 of years any other type of health insurance coverage?</p> <p>11 A. No. I'm happy with Liberty.</p> <p>12 Q. Are you familiar with the Complaint, the</p> <p>13 legal Complaint that was filed with Federal Court in</p> <p>14 this matter?</p> <p>15 A. No.</p> <p>16 Q. Do you have an understanding of what's</p> <p>17 alleged in that Complaint?</p> <p>18 A. No.</p> <p>19 Q. Now, do you believe that you are being</p> <p>20 treated differently by the Office of the</p> <p>21 Superintendent because of your membership in Gospel</p> <p>22 Light?</p> <p>23 A. Well, by them trying to take it away from</p> <p>24 us, I feel like that's different treatment, and I</p> <p>25 don't think it's right.</p>
<p style="text-align: right;">19</p> <p>1 to go to conventional health insurance?</p> <p>2 A. Well, I think they -- I think it's probably</p> <p>3 about money.</p> <p>4 Q. And what do you mean it's about money?</p> <p>5 A. Well, if all of the members of Liberty go</p> <p>6 to conventional insurance, then they'll make more</p> <p>7 money.</p> <p>8 Q. When you say "they," are you referencing</p> <p>9 the conventional insurance companies?</p> <p>10 A. Yes. I believe we should have the right to</p> <p>11 use whatever company we want.</p> <p>12 Q. Can you describe for me how those</p> <p>13 decisions, the Recommended Decision and the Final</p> <p>14 Decision of the Interim Superintendent interfered</p> <p>15 with your religious beliefs?</p> <p>16 A. Yeah. I believe that we should have the</p> <p>17 right to use whoever we want. And I like that</p> <p>18 Liberty is a religious institution, and they won't be</p> <p>19 investing in things that we don't believe in.</p> <p>20 Q. What do you mean by investing in things you</p> <p>21 don't believe in?</p> <p>22 A. Well, like paying for transgender</p> <p>23 operations.</p> <p>24 Q. Any other examples?</p> <p>25 A. There's a lot of them out there, but they</p>	<p style="text-align: right;">21</p> <p>1 Q. So it's an attempt by the Office of</p> <p>2 Superintendent of Insurance to take -- strike that.</p> <p>3 So do you have any specific example of how</p> <p>4 you're being treated differently?</p> <p>5 A. No.</p> <p>6 Q. Has anyone from the Office of</p> <p>7 Superintendent ever reached out to you and told you</p> <p>8 that you can't become -- be a member of this</p> <p>9 organization, this program?</p> <p>10 A. No.</p> <p>11 Q. Do you believe that any of the decisions or</p> <p>12 the Hearing Officer's Recommended Decision and the</p> <p>13 Interim Superintendent's Final Decision restricted</p> <p>14 you from interacting with others who share your same</p> <p>15 religious beliefs?</p> <p>16 A. No, not -- no.</p> <p>17 Q. And how do you think these decisions</p> <p>18 violated your religious belief?</p> <p>19 A. Well, I think we should be able to use</p> <p>20 whatever healthshare or insurance we choose, and I</p> <p>21 don't think they should be able to tell us who we can</p> <p>22 and can't use.</p> <p>23 Q. Do you believe that the decisions, the</p> <p>24 Hearing Officer's Recommended Decision and the</p> <p>25 Superintendent -- Interim Superintendent's Final</p>

<p style="text-align: right;">22</p> <p>1 Decision, restrict your speech in any manner?</p> <p>2 A. No.</p> <p>3 Q. Do you believe that the actions of the</p> <p>4 Office of Superintendent Insurance exhibit hostility</p> <p>5 towards the members of Gospel Light?</p> <p>6 A. Well, if they make a law that we can't be a</p> <p>7 part of Liberty, yes, but I'm hoping that won't</p> <p>8 happen.</p> <p>9 Q. Are you aware of any effort to pass any of</p> <p>10 those type of laws?</p> <p>11 A. No, but I feel like a lot of times we don't</p> <p>12 even know what's in the works until it's done, and</p> <p>13 then it's too late to reverse it.</p> <p>14 Q. Have you personally seen or heard any press</p> <p>15 releases issued by the Office of Superintendent of</p> <p>16 Insurance regarding Gospel Light?</p> <p>17 A. No. Like I said, usually we find out after</p> <p>18 the fact and after it's done and put in place.</p> <p>19 Q. And do you believe the actions of the</p> <p>20 Superintendent -- Office of the Superintendent of</p> <p>21 Insurance amount to a public campaign against Gospel</p> <p>22 Light and other healthcare sharing ministries?</p> <p>23 A. Yes, I guess so.</p> <p>24 Q. Why?</p> <p>25 A. Because they're trying to restrict us, and</p>	<p style="text-align: right;">24</p> <p>1 MR. HART: Sorry about that. I don't have</p> <p>2 any questions. We will read and sign.</p> <p>3 Ms. Smith, we'll be in contact with you</p> <p>4 about what it means to do that; okay?</p> <p>5 THE WITNESS: Okay.</p> <p>6 MR. THIES: All right. Well, thank you</p> <p>7 very much, Ms. Smith. Have a nice day. Hopefully,</p> <p>8 you're getting a lot of snow up there.</p> <p>9 THE WITNESS: No, we have beautiful, sunny</p> <p>10 days today. Thank you.</p> <p>11 MR. THIES: Thank you.</p> <p>12 (The deposition concluded at 10:04 a.m.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">23</p> <p>1 I don't think it's right.</p> <p>2 Q. And how are they trying to restrict you?</p> <p>3 A. Not letting us be members of Liberty in</p> <p>4 this state.</p> <p>5 Q. Do you believe that the Office of</p> <p>6 Superintendent of Insurance exhibits any preference</p> <p>7 towards any particular religious denomination?</p> <p>8 A. Well, I guess they just don't want us to be</p> <p>9 affiliated with any of the Christian ministries.</p> <p>10 Q. What about other religious organizations?</p> <p>11 A. I'm not sure about that.</p> <p>12 MR. THIES: All right. That's all the</p> <p>13 questions I have unless you have anything.</p> <p>14 MR. HART: I don't have any questions. We</p> <p>15 will read and sign, which means when the transcript</p> <p>16 is ready, you have an opportunity to review it and</p> <p>17 make any corrections, if there are any mistakes in</p> <p>18 the transcript itself.</p> <p>19 THE WITNESS: I can't hear you very good.</p> <p>20 I'm not sure if you're talking to me.</p> <p>21 MR. THIES: He's talking to us all.</p> <p>22 THE WITNESS: Okay. Sorry.</p> <p>23 MR. HART: I'm sorry. Can you guys hear</p> <p>24 me?</p> <p>25 MR. THIES: Yeah, that's better.</p>	<p style="text-align: right;">25</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE DISTRICT OF NEW MEXICO</p> <p>3 GOSPEL LIGHT MENNONITE CHURCH MEDICAL AID</p> <p>4 PLAN, d/b/a LIBERTY HEALTHSHARE, BREANNA</p> <p>5 RENTERIA, LAURA SMITH, and TAMMY WATERS,</p> <p>6 Plaintiffs,</p> <p>7 vs. No. 1:23-cv-00276 MLG-KK</p> <p>8 NEW MEXICO OFFICE OF THE SUPERINTENDENT OF</p> <p>9 INSURANCE, and ALICE T. KANE, Superintendent</p> <p>10 of Insurance in her official capacity,</p> <p>11 Defendants.</p> <p>12 REPORTER'S CERTIFICATE</p> <p>13 I, SUSAN M. HILTON, New Mexico CCR #108, DO</p> <p>14 HEREBY CERTIFY that on November 12, 2024, the VTC</p> <p>15 Deposition of LAURA SMITH was taken before me at the</p> <p>16 request of, and sealed original thereof retained by:</p> <p>17</p> <p>18 Attorney for the Defendants</p> <p>19 Mr. Stephen P. Thies</p> <p>20 Office of the Superintendent of Insurance</p> <p>21 1120 Paseo de Peralta</p> <p>22 Santa Fe, New Mexico 87501-2747</p> <p>23 I FURTHER CERTIFY that copies of this</p> <p>24 Certificate have been mailed or delivered to all</p> <p>25 Counsel, and parties to the proceedings not</p> <p>represented by counsel, appearing at the taking of</p> <p>the VTC Deposition.</p> <p>I FURTHER CERTIFY that examination of this</p> <p>transcript and signature of the witness was required</p> <p>by the witness and all parties present. On _____</p> <p>a letter was mailed or delivered to Mr. Nicholas T.</p> <p>Hart regarding obtaining signature of the witness,</p> <p>and corrections, if any, were appended to the</p> <p>original and each copy of the VTC Deposition.</p> <p>23</p> <p>24</p> <p>25</p>

26

I FURTHER CERTIFY that the recoverable cost of the original and one copy of the VTC Deposition, including exhibits, to Mr. Stephen P. Thies is \$_____.

I FURTHER CERTIFY that I did administer the oath to the witness herein prior to the taking of this VTC Deposition; that I did thereafter report in stenographic shorthand the questions and answers set forth herein, and the foregoing is a true and correct transcript of the proceeding had upon the taking of this VTC Deposition to the best of my ability.

I FURTHER CERTIFY that I am neither employed by nor related to nor contracted with (unless excepted by the rules) any of the parties or attorneys in this case, and that I have no interest whatsoever in the final disposition of this case in any court.

Susan M. Hilton
BEAN & ASSOCIATES, INC.
NM Certified Court Reporter #108
License Expires: 12/31/24

(9994N) SMH
Date taken: November 12, 2024
Proofread by: PD

DATE DELIVERED: _____

Mr. Nicholas T. Hart
Harrison & Hart, LLC
924 Park Avenue, Southwest, Suite E
Albuquerque, New Mexico 87102
RE: Gospel Light v. NM OSI, et al.
DEPOSITION OF: LAURA SMITH
DATE TAKEN: November 12, 2024
Dear Mr. Hart:

At the time of the above deposition, it was requested that the witness read and sign her transcript.

xxx. Enclosed is your copy of the transcript with the original signature page. Please ask the witness to read the transcript, make any corrections on the signature page, and return the original signature page to our Albuquerque office.

Enclosed is your copy of the transcript. Please read it, note any corrections on the signature page, and return the original signature page to our Albuquerque office. You may keep the transcript for your files.

The transcript is now ready to review. Please contact our Albuquerque office, 505-843-9494, to make arrangements to have the transcript read and signed. If you are outside the Albuquerque area, please call 800-669-9492.

The transcript is now ready to review. Please remit payment in the amount of \$_____ to our Albuquerque office. As soon as payment is received, your transcript will be delivered. If you choose not to pay, please contact our Albuquerque office, 505-843-9494, to make arrangements for signature.

Trial in this matter is set for _____. If the transcript has not been read and signed before that date, the original will be filed without a signature.

27

Gospel Light v. NM OSI, et al.

WITNESS SIGNATURE/CORRECTION PAGE

If there are any typographical errors to your deposition, indicate them below:

PAGE LINE

Change to _____
Change to _____
Change to _____
Change to _____

Any other changes to your deposition are to be listed below with a statement as to the reason for such change.

PAGE	LINE	CORRECTION	REASON FOR CHANGE

I, LAURA SMITH, do hereby certify that I have read the foregoing pages of my testimony as transcribed and that the same is a true and correct transcript of the testimony given by me in this deposition on November 12, 2024, except for the changes made.

LAURA SMITH

9994N SMH PD

xxx Other: The transcript of this deposition is attached to the email. Please also find attached the signature-correction page for your convenience. Note any corrections on the signature-correction page and return the original page to our Albuquerque Office.

The New Mexico Rules of Civil Procedure provide the witness 30 days in most instances from the receipt of this letter to read and sign her transcript. If she has not read and signed the transcript in that time, we will file the original transcript without the signature page.

Sincerely,

BEAN & ASSOCIATES, INC.

JOB NO.: 9994N (SMH)

RECEIPT

JOB NUMBER: 9994N SMH November 12, 2024

WITNESS NAME: LAURA SMITH

CASE CAPTION: Gospel Light v. NM OSI, et al.

ATTORNEY: MR. STEPHEN P. THIES

DOCUMENT: Transcript / Exhibits / Disks / Other ____

DATE DELIVERED: _____ DEL'D BY: _____

REC'D BY: _____ TIME: _____

ATTORNEY: Mr. Nicholas T. Hart

DOCUMENT: Transcript / Exhibits / Disks / Other ____

DATE DELIVERED: _____ DEL'D BY: _____

REC'D BY: _____ TIME: _____

ATTORNEY: ATTY3

DOCUMENT: Transcript / Exhibits / Disks / Other ____

DATE DELIVERED: _____ DEL'D BY: _____

REC'D BY: _____ TIME: _____

ATTORNEY: ATTY4

DOCUMENT: Transcript / Exhibits / Disks / Other ____

DATE DELIVERED: _____ DEL'D BY: _____

REC'D BY: _____ TIME: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

GOSPEL LIGHT MENNONITE CHURCH MEDICAL AID
PLAN, d/b/a LIBERTY HEALTHSHARE, BREANNA
RENTERIA, LAURA SMITH, and TAMMY WATERS,

Plaintiffs,

vs.

No. 1:23-cv-00276 MLG-KK

NEW MEXICO OFFICE OF THE SUPERINTENDENT OF
INSURANCE, and ALICE T. KANE, Superintendent
of Insurance in her official capacity,

Defendants.

REPORTER'S CERTIFICATE

I, SUSAN M. HILTON, New Mexico CCR #108, DO
HEREBY CERTIFY that on November 12, 2024, the VTC
Deposition of LAURA SMITH was taken before me at the
request of, and sealed original thereof retained by:

Attorney for the Defendants
Mr. Stephen P. Thies
Office of the Superintendent of Insurance
1120 Paseo de Peralta
Santa Fe, New Mexico 87501-2747

I FURTHER CERTIFY that copies of this
Certificate have been mailed or delivered to all
Counsel, and parties to the proceedings not
represented by counsel, appearing at the taking of
the VTC Deposition.

I FURTHER CERTIFY that examination of this
transcript and signature of the witness was required
by the witness and all parties present. On Dec. 16, 2024
a letter was mailed or delivered to Mr. Nicholas T.
Hart regarding obtaining signature of the witness,
and corrections, if any, were appended to the
original and each copy of the VTC Deposition.

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1 I FURTHER CERTIFY that the recoverable cost
2 of the original and one copy of the VTC Deposition,
3 including exhibits, to Mr. Stephen P. Thies is
4 \$_____.

5 I FURTHER CERTIFY that I did administer the
6 oath to the witness herein prior to the taking of
7 this VTC Deposition; that I did thereafter report in
8 stenographic shorthand the questions and answers set
9 forth herein, and the foregoing is a true and correct
10 transcript of the proceeding had upon the taking of
11 this VTC Deposition to the best of my ability.

12 I FURTHER CERTIFY that I am neither
13 employed by nor related to nor contracted with
14 (unless excepted by the rules) any of the parties or
15 attorneys in this case, and that I have no interest
16 whatsoever in the final disposition of this case in
17 any court.

Susan M. Hilton

Susan M. Hilton
BEAN & ASSOCIATES, INC.
NM Certified Court Reporter #108
License Expires: 12/31/24

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24 (9994N) SMH
25 Date taken: November 12, 2024
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<p>A</p> <p>a.m 1:13 24:12 ability 5:17 6:2 26:7 able 18:21,22 21:19,21 acting 6:24 actions 22:3,19 activities 15:20 adjust 13:8 administer 26:4 Administrative 4:6 advertise 20:6 affect 6:2 affiliated 23:9 affiliations 14:10 ago 3:20 16:7,8 AGREEMENT 1:15 AID 1:3 25:3 al 27:1 28:5 30:4 Albuquerque 1:22 2:4 28:4,11 28:14,16,17,19,21 29:3 alcohol 6:7 17:14 Alice 1:7 3:10 25:7 alleged 20:17 allow 5:1 amount 13:8,9,10 22:21 28:19 answer 4:16,16 5:2,17 answered 4:13 answering 4:25 answers 4:19 26:5 appearing 25:18 appended 25:22 apply 4:11 approximately 7:24 area 28:17 Arizona 7:6 Arkansas 7:18,20 9:7 14:22 15:7 arrangements 28:16,21 asked 6:25 asking 3:11 5:6,18 assist 17:24 Associates 1:20 26:13 29:10 assume 8:7 attached 29:1,2 attempt 21:1 attend 8:20 14:11,18 15:8,16,23 attended 14:25 attending 14:13 attorney 1:18 3:7 6:15 25:14 30:6,11,16,21</p>	<p>attorneys 3:22 7:1 26:9 ATTY3 30:16 ATTY4 30:21 August 12:9 aunt 8:3 Avenue 2:3 28:3 avoid 4:21 17:14 aware 4:12 20:2 22:9</p> <p>B</p> <p>B 2:5 back 7:13,20 8:23 9:16 14:16 Banks 9:4 Baptist 14:25 15:3,6 basis 16:21 bathroom 5:10 Bean 1:20 26:13 29:10 beautiful 24:9 becoming 11:25 17:15 belief 18:5 21:18 beliefs 17:17,18 19:15 21:15 believe 4:2,5 11:8 17:10,20,23 18:24 19:10,16,19,21 20:6,19 21:11,23 22:3,19 23:5 believed 11:14 best 9:4 26:7 better 23:25 Bible 16:2,5,14 17:7 20:1 Biblical 16:12 17:23 big 15:24 bike 16:22 bills 11:21 12:1 13:25 birth 7:3 bit 9:19 born 7:5 box 12:20 break 5:8,13,15 BREANNA 1:3 25:3 breath 5:11 brought 8:2</p> <p>C</p> <p>C 2:1 call 28:17 called 6:20 15:9 campaign 22:21 capacity 1:8 25:8 CAPTION 30:4 care 17:8 20:5</p>	<p>CARTER 2:5 carter@harrisonhartlaw.com 2:6 case 3:25 26:9,10 30:4 cash 12:18,19 Casual 16:19 catch 5:10 Catholic 15:5 CCR 1:20 25:11 Certificate 2:14 25:10,17 Certified 26:14 certify 25:11,17,20 26:1,4,8 27:19 change 27:6,7,8,9,11,12 changes 27:10,21 checking 9:20 Chevron 9:23 children 8:11,12,13,23 choose 21:20 28:20 Christian 11:12 17:17 23:9 church 1:3 14:11,14,19,20,23,25 15:4,5,6,8,14,15 25:3 Civil 29:5 CJ 9:4 classes 16:5 clear 4:20 closer 8:5 COBRA 9:17,18 10:4 11:10 college 8:20 combined 13:13,14 commercial 20:4 commit 5:11 companies 19:9 company 9:23 10:7 19:11 Complaint 20:12,13,17 computer 6:23 concerts 16:1 concluded 24:12 conferences 15:25 consider 16:24 consume 16:24 consumed 6:4,7 contact 24:3 28:16,20 continuing 11:9 contracted 26:8 convenience 29:2 conventional 18:23 19:1,6,9 Conway 7:18,20 copies 25:17</p>
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<p>copy 25:23 26:1 28:9,12 correct 26:6 27:20 CORRECTION 27:12 corrections 23:17 25:22 28:10,13 29:2 cost 11:3,9 26:1 counsel 25:18,18 couple 5:8 20:9 courses 8:20,21 court 1:1,21 3:14,25 4:14,22 5:13 20:13 25:1 26:10,14 courtesy 5:1 coverage 11:2,10 20:10 covered 10:11 CRR 1:20 cuff 12:9 current 13:10 currently 7:7 8:24 14:9 16:4</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>D 2:11 d/b/a 1:3 25:3 dad 8:3 date 7:3 26:24 28:1,6,23 30:8,13 30:18,23 daughter 9:14,21 daughter's 8:15 day 24:7 days 24:10 29:5 de 2:8 25:15 Dear 28:7 decision 13:3,15 18:9,12,15 19:13,14 21:12,13,24 22:1 decisions 19:13 21:11,17,23 deductible 11:3,4 Defendant 4:3,5 Defendants 1:9,18 2:7 25:9,14 DEL'D 30:8,13,18,23 delivered 25:17,21 28:1,20 30:8 30:13,18,23 denomination 23:7 depends 13:1 deposition 1:12,15 3:16 4:12 6:10,18 24:12 25:12,19,23 26:1 26:5,7 27:3,10,21 28:5,8 29:1 describe 4:10 10:14 16:12 17:5 17:13,17 18:4,18 19:12 diet 16:25 different 3:23 12:16 14:17 15:25</p>	<p>20:24 differently 20:20 21:4 difficult 4:22 discount 12:19 Disks 30:7,12,17,22 dislike 11:1 disposition 26:10 DISTRICT 1:1,1 25:1,1 doctor's 12:22 DOCUMENT 30:7,12,17,22 documents 6:13 doing 12:25 drink 5:10 16:17 drinker 16:19 dropped 8:18 drugs 6:4 duly 3:2 duty 17:2,5,10,13</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>E 2:1,1,3,11 28:3 e-mail 6:20 earlier 8:7 effort 22:9 eight 14:15 email 29:1 employed 10:23 26:8 employer 10:5,8,20 employment 8:5 Enclosed 28:12 ended 15:6 endorse 17:17 entire 10:22 errors 27:3 estate 8:21 et 27:1 28:5 30:4 ethical 17:10,13,24 eventually 8:23 examination 2:12 3:4 25:20 example 21:3 examples 19:24 excepted 26:9 exercise 16:21 exhibit 22:4 exhibits 2:16 23:6 26:2 30:7,12 30:17,22 expenses 12:5,8,10,14 13:5,17,20 14:6 expensive 9:24 10:19</p>	<p>experience 10:15 Expires 26:14 explored 20:9 extremely 4:22</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>facility 12:24 fact 22:18 fair 13:7 faith 15:2 fall 15:24 familiar 18:8,14 20:12 family 7:11 8:5 Farmington 7:8,9,11 8:16 14:11 15:1 fathers 17:22 Fe 2:9 25:16 February 9:12 18:14 federal 3:25 20:13 feel 5:4,9 17:7 20:24 22:11 fellow 17:24 festivals 15:24 feverishly 5:14 file 29:7 filed 20:13 28:23 files 28:14 final 18:15 19:13 21:13,25 26:10 find 15:13 22:17 29:1 finish 4:24 5:1 first 3:2 9:10 11:6 14:25 15:3 fit 15:14 five 11:6 17:17,18 follow 16:14 follow-up 5:2 follows 3:3 force 18:23 foregoing 26:6 27:19 forth 26:6 founding 17:22 four 16:8 free 5:4,9 friend 9:4 fulfill 18:4 FURTHER 25:17,20 26:1,4,8</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>GED 8:19 getting 10:4 24:8 give 5:1,14</p>
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<p>given 27:20 go 5:10 8:23 9:19 12:15 18:23 19:1,5 goes 11:20 going 3:11 4:11 5:7,18 9:18 good 3:6 10:18 23:19 Gospel 1:3 17:16 20:21 22:5,16 22:21 25:3 27:1 28:5 30:4 graduate 8:16 grand 11:6 ground 4:10 group 16:3 groups 16:9,10 guess 7:10 9:2 22:23 23:8 guide 16:13 guys 23:23</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>hands 5:15 happen 22:8 happy 20:11 hard 4:16 Harrison 2:3,5 28:3 Hart 2:3,4 23:14,23 24:1 25:22 28:2,3,7 30:11 head 4:18 health 10:5 11:1 18:17 19:1 20:3 20:10 healthcare 10:10 22:22 healthshare 1:3 3:21 9:10 18:22 21:20 25:3 healthy 16:25 17:3,11 hear 9:13 23:19,23 heard 22:14 Hearing 18:9 21:12,24 help 11:20 18:6 high 8:16 11:3 higher 13:4 Hills 14:11,19 15:16,21 Hilton 1:20 25:11 26:13 home 15:14 honestly 5:18 Hopefully 24:7 hoping 22:7 hopped 15:13 hostility 22:4 hour 5:12 hours 5:8,21,24 6:5,8 husband 6:18 8:7 9:16,22 10:4</p>	<p>10:21 13:13,14,19 15:5 husband's 10:20</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>idea 11:12,13 impair 5:17 including 26:2 indicate 27:3 inside 16:14 instances 29:5 institution 19:18 insurance 1:7,8 2:8 3:8,9,10 4:7 9:18,23 10:5,8,18 18:23,25 19:1 19:6,9 20:3,10 21:2,20 22:4,16 22:21 23:6 25:7,8,15 interacting 21:14 interest 26:9 interfered 19:14 Interim 18:15 19:14 21:13,25 investing 11:13 19:19,20 20:8 involved 5:13 issued 22:15 issues 14:5 IV 2:5</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>January 18:8 JOB 29:25 30:2 join 9:10 11:10 joined 15:15</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>Kane 1:7 3:10 25:7 keep 28:14 know 4:1 10:7 11:18 12:4 13:3 13:22 14:7 20:2,7 22:12</p> <hr/> <p style="text-align: center;">L</p> <hr/> <p>L-a-u-r-a 3:15 laid 10:24 late 6:24 22:13 Laura 1:4,12,15 2:12 3:1,15 25:4 25:12 27:19,24 28:5 30:3 law 22:6 laws 22:10 lawsuit 3:23 legal 20:13 let's 4:21 11:25 letter 25:21 29:6</p>	<p>letting 23:3 level 13:4,4 liberties 17:21 Liberty 1:3 3:21 9:10,20,24 10:1 11:10 13:4 19:5,18 20:11 22:7 23:3 25:3 license 8:22 26:14 life 15:9 16:13 lifestyle 17:3,11 Light 1:3 17:16 20:22 22:5,16,22 25:3 27:1 28:5 30:4 liked 11:12,13 liking 9:15 LINE 27:5,12 listed 27:10 little 5:15 12:12 lived 7:9 8:3 15:13 LLC 2:3 28:3 long 5:7 7:9 8:9 10:1 14:13 16:7 looking 8:5 lot 9:6 12:6 19:25 22:11 24:8</p> <hr/> <p style="text-align: center;">M</p> <hr/> <p>M 1:20 25:11 26:13 mailed 25:17,21 maintain 17:3,11 man 17:24 manager 9:5 manner 22:1 marked 2:16 market 20:4 married 7:11 8:9,10 matter 3:11 20:14 28:22 mean 18:18 19:4,20 means 23:15 24:4 medical 1:3 12:1,5,8,14,24 13:5 13:16,20,25 14:4,4 25:3 medication 5:23 medications 5:21 meet 6:15 meetings 7:1 member 9:21 10:1 11:15,25 14:23 21:8 member's 13:5,16 members 13:25 14:8 17:16 19:5 22:5 23:3 membership 15:22 20:21 MENNONITE 1:3 25:3 mentioned 10:3</p>
---	--	--

met 13:8
Mexicans 18:21
Mexico 1:1,7,22 2:4,9 7:8,15,22
 8:2 14:24 25:1,7,11,16 28:4
 29:5
ministries 22:22 23:9
ministry 11:13
minutes 5:9
mistakes 23:17
MLG-KK 1:6 25:6
moment 16:5
money 19:3,4,7
monthly 11:16,19,23
Mormon 15:4
morning 3:6 5:7 6:20
morning's 4:11
move 7:17
moved 7:10,12,13,14,15,18 8:4
 9:2,16 14:16,19,22 15:7
movements 4:18

N

N 2:1,11
name 3:6,14 30:3
need 5:8,9,14 17:25 18:6
neither 26:8
never 8:22 15:14,15
New 1:1,7,22 2:4,9 7:8,15,22 8:2
 14:23 15:9 18:21 25:1,7,11,16
 28:4 29:5
nice 24:7
Nicholas 2:4 25:21 28:2 30:11
nick@harrisonhartlaw.com 2:5
NM 1:20 26:14 27:1 28:5 30:4
nod 4:17
non-denominational 14:12,20
 15:10
nonprescription 6:4
normal 20:3
note 28:13 29:2
notice 1:15 14:1
notices 9:18
notified 14:3
November 1:12 11:24 25:11
 26:24 27:21 28:6 30:2
NUMBER 30:2
NW 1:21

O

oath 3:2 4:13,14 26:4
obese 17:15
obligation 17:24
obtaining 25:22
offered 10:3
office 1:7 2:8 3:7,9 12:22 18:25
 20:20 21:1,6 22:4,15,20 23:5
 25:7,15 28:11,14,16,19,21 29:3
Officer's 18:9 21:12,24
official 1:8 25:8
okay 3:6 4:3,6,10 7:3,22 8:1,20
 13:3 15:7,11,20 23:22 24:4,5
old 8:4,13
oldest 8:14
once 12:13
one-hour 7:1
operations 19:23
opportunity 23:16
organization 21:9
organizations 23:10
original 25:12,23 26:1 28:10,11
 28:13,23 29:3,7
originally 8:2
originate 17:21
OSI 18:25 27:1 28:5 30:4
outside 28:17
over-the-counter 5:20
overprice 13:7

P

P 1:18 2:1,9 25:14 26:2 30:6
page 2:15 27:2,5,12 28:10,11,11
 28:13,13 29:2,3,3,7
pages 27:19
paid 10:23 12:5,8,10,14 13:20
Park 2:3 28:3
part 10:24 22:7
participate 15:21 16:2,7,10
 18:22
participated 13:15
particular 23:7
parties 1:16 25:18,21 26:9
Paseo 2:8 25:15
pass 22:9
patient 12:18
pay 10:20,22,24 11:6 13:5,6,9,16
 20:4 28:20
paying 11:7 19:22
payment 11:16,19,23 12:19

28:19,19
PD 26:25 27:25
Pennsylvania 7:19 9:7 14:23
 15:11
people 4:24
people's 11:21
Peralta 2:8 25:15
person 14:5
person's 17:25
personal 17:20
personally 22:14
physical 4:18 12:25
place 22:18
Plaintiff 4:3
Plaintiffs 1:5 2:2 25:5
PLAN 1:3 25:3
please 3:13 28:10,12,15,17,18,20
 29:1
pocket 11:7
policy 10:11
portion 10:21
pot 11:20
prayer 16:9,10
precise 4:20
preference 23:6
premium 10:21,22
prepare 6:10,12 7:2
Presbyterian 10:9
prescription 5:23 6:1
present 25:21
press 22:14
principles 16:13
prior 10:5,20 26:4
probably 3:20 10:2 14:15 19:2
Procedure 29:5
proceeding 4:4,7 26:6
proceedings 25:18
process 12:13,15
Professional 1:21
program 9:11,13 11:11 12:2
 13:20 21:9
Proofread 26:25
provide 29:5
provider 13:2
providing 10:8
public 22:21
purpose 11:18
PURSUANT 1:15
pursued 8:19

put 4:12 15:24 22:18	represent 3:8	28:13,13,21,24 29:7
Q	represented 25:18	signature-correction 29:2,3
question 5:2,3,5	request 12:13 25:12	SIGNATURE/CORRECTION
questioned 3:3	requested 28:8	2:15 27:2
questions 3:11 4:13,25 5:17	requesting 14:6	signed 9:14,20 28:17,23 29:6
23:13,14 24:2 26:5	required 20:4 25:20	similar 3:21
quite 5:4 9:19 13:24	requires 17:16	Sincerely 29:8
R	reside 7:7	SMH 1:25 26:24 27:25 29:25
R 2:1	restrict 22:1,25 23:2	30:2
raised 7:11 15:2,4,5	restricted 21:13	Smith 1:4,12,15 2:12 3:1,6,15
raising 8:22	retained 25:12	24:3,7 25:4,12 27:19,24 28:5
reached 21:7	return 28:11,13 29:3	30:3
read 23:15 24:2 27:19 28:8,10,13	returned 7:22	snow 24:8
28:16,23 29:6,6	reverse 22:13	son 8:14 9:24
ready 23:16 28:15,18	review 6:13 23:16 28:15,18	soon 28:19
real 8:21	rid 18:17	sophomore 8:18
really 9:15 15:14,15	ride 16:23	sorry 23:22,23 24:1
realtors 8:22	right 16:5 18:3 19:10,17 20:25	Southwest 2:3 28:3
reason 27:11,12	23:1,12 24:6	speak 6:17
reasonable 13:7	rights 17:20	special 15:23
REC'D 30:9,14,19,25	rotator 12:9	specific 21:3
receipt 29:5 30:1	rules 4:11 26:9 29:5	speech 22:1
received 28:20	run 12:18	spell 3:14
Recommended 18:9,12 19:13	S	spiritual 17:2,5
21:12,24	S 2:1	start 3:13 4:25 11:7
record 4:19	S-m-i-t-h 3:15	started 9:20
recording 4:15	Safford 7:6	state 3:13,25 4:2 7:15 23:4
recoverable 26:1	Sagebrush 14:18,20	statement 27:10
referencing 19:8	Santa 2:9 25:16	STATES 1:1 25:1
regarding 22:16 25:22	saying 7:14 9:18	stationary 16:22
regular 16:21	says 17:7 20:1	stenographic 26:5
regularly 15:16,21	School 8:17	Stephen 1:18 2:9 3:7 25:14 26:2
reimbursed 12:14	sealed 25:12	30:6
related 26:8	see 7:10 18:6	stephen.thies@osi.nm.gov 2:10
releases 22:15	seen 22:14	stick 20:1
religious 14:9 15:20 19:15,18	sent 6:19 9:17	stipulation 1:16
21:15,18 23:7,10	Service 1:21	stopping 5:12
remit 28:19	services 15:8,16	Street 1:21
RENTERIA 1:4 25:4	set 26:5 28:22	strike 21:2
repair 12:9	seven 7:18 14:15	study 16:2,5
rephrase 5:5,5	share 11:16,19,20,23 12:20 18:17	submit 12:17,19 13:1,25
report 26:5	21:14	submitted 12:1,4,7
REPORTED 1:20	shared 12:2 14:1,6	Suite 1:21 2:3 28:3
reporter 3:14 4:14,23 26:14	sharing 22:22	sunny 24:9
REPORTER'S 2:14 25:10	short 14:18 15:12	Superintendent 1:7,7 2:8 3:8,9
reporters 5:13	shorthand 26:5	3:10 4:7 18:25 19:14 20:21
Reporting 1:21	sign 23:15 24:2 28:8 29:6	21:2,7,25 22:4,15,20,20 23:6
	signature 25:20,22 28:10,11,11	25:7,7,15
		Superintendent's 18:15 21:13,25

<p>supposed 6:25 sure 4:5,19 23:11,20 Susan 1:20 25:11 26:13 sworn 3:2</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>T 1:7 2:4 3:10 25:7,21 28:2 30:11 take 5:7 17:8 20:23 21:2 taken 1:16,18 3:16 5:20,23 25:12 26:24 28:6 takes 12:12 talked 6:20 talking 4:21,24 8:6 12:21 23:20 23:21 TAMMY 1:4 25:4 Teleconference 1:15 tell 6:23 13:23 20:7 21:21 temple 17:8 testified 3:3 testify 6:2 testimony 27:19,20 thank 8:1 24:6,10,11 therapy 12:25 thereof 25:12 Thies 1:18 2:9,13 3:5,7 23:12,21 23:25 24:6,11 25:14 26:2 30:6 thing 18:3 things 11:14 15:23,25 19:19,20 think 3:20 4:9 5:6 10:10 11:5 13:6 17:2 19:2,2 20:25 21:17,19 21:21 23:1 Third 1:21 thought 6:24 three 8:12 10:2 16:8 time 4:24 5:9 9:1,19 11:22 12:7 14:18,24 15:12 28:8 29:6 30:9 30:14,19,25 times 12:4 13:22,23 22:11 tobacco 16:15 17:14 today 3:12 5:16 6:2,11 24:10 told 21:7 transcribe 4:23 transcribed 27:20 transcribing 4:14 transcript 23:15,18 25:20 26:6 27:20 28:8,9,10,12,14,15,16,18 28:20,23 29:1,6,6,7 30:7,12,17 30:22 transgender 19:22 20:5</p>	<p>treated 20:20 21:4 treatment 20:5,24 Trial 28:22 Trish 6:19 true 26:6 27:20 truthfully 5:18 try 4:21 16:21 trying 15:13 20:23 22:25 23:2 Tunkhannock 7:19 twice 15:18 two 3:20 4:23 7:1,19 type 6:1 14:4,4 20:10 22:10 typing 5:14 typographical 27:3</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>uh-huh 4:17 understand 5:4,6 18:20 understanding 18:11 20:16 understood 6:25 unemployed 8:4 9:16 United 1:1 10:10,16 11:1 25:1 unshared 13:9,10 use 16:15 19:11,17 21:19,22 usually 22:17</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>v 27:1 28:5 30:4 verbal 4:16 Video 1:15 violated 21:18 virtually 1:16 vs 1:6 25:6 VTC 1:12 25:11,19,23 26:1,5,7</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>waiting 12:11 want 5:12 18:21,22,24 19:11,17 23:8 wanted 18:16 wants 18:25 wasn't 4:6 WATERS 1:4 25:4 way 16:13 18:20 we'll 24:3 We're 16:4 We've 8:10 week 15:18 weekly 15:18,19</p>	<p>went 9:22 14:17 weren't 9:8 whatsoever 26:10 witness 2:15 23:19,22 24:5,9 25:20,21,22 26:4 27:2 28:8,10 29:5 30:3 women's 15:25 work 9:1,23 worked 8:22 9:4,5 working 8:24 9:3,8 works 22:12</p> <hr/> <p style="text-align: center;">X</p> <hr/> <p>X 2:11 xxx_ Enclosed 28:9 xxx_ Other 29:1</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>Yeah 19:16 23:25 year 7:21 8:18 9:17 13:14 years 3:20 7:10,12,19,20 8:4,10 10:2 14:15 16:8 20:10</p> <hr/> <p style="text-align: center;">Z</p> <hr/> <p>ZOOM 2:4,5,9</p> <hr/> <p style="text-align: center;">0</p> <hr/> <p style="text-align: center;">1</p> <hr/> <p>1:23-cv-00276 1:6 25:6 10 7:12 10:04 24:12 108 1:20 25:11 26:14 1120 2:8 25:15 12 1:12 8:4 25:11 26:24 27:21 28:6 30:2 12/31/24 26:14 1630 1:21 1750 13:11 1st 11:24</p> <hr/> <p style="text-align: center;">2</p> <hr/> <p>20 12:9 2006 9:2 201 1:21 2016 7:12,25 9:16 14:16 2017 9:12 12:1 14:16 2023 18:8,15 2024 1:12 25:11 26:24 27:21 28:6 30:2</p>
---	--	---

22 18:14

24 5:21,24 6:5,8

25 2:14

27 2:15

3

3 2:13

3-12-62 7:4

30 29:5

36 8:15

39 8:15

4

41 8:14

46 8:10

5

5,000 11:5

50 7:10

505-843-9494 28:16,21

6

7

8

800-669-9492 28:17

87102 1:22 2:4 28:4

87501-2747 2:9 25:16

9

9:28 1:13

924 2:3 28:3

9994N 1:25 26:24 27:25 29:25

30:2